

सार्वजनिक बांधकाम विभागांतर्गत
हाती घ्यावयाच्या रस्ते, इमारती व
पुलांच्या महत्वाच्या प्रकल्पाकरिता
सल्लागार नेमण्याबाबत.

महाराष्ट्र शासन
सार्वजनिक बांधकाम विभाग
शासन निर्णय क्रमांक- खाक्षेस- २०१५/प्र.क्र.२०९/रस्ते-९अ
मंत्रालय, मुंबई- ४०० ०३२
दिनांक:- २४.०९.२०१७

वाचा -

१) शासन निर्णय क्रमांक-खाक्षेस-१०९५/प्र.क्र.२१६/रस्ते-८, दिनांक ११ डिसेंबर १९९७.

प्रस्तावना -

सार्वजनिक बांधकाम विभागात रस्ते, पुल व इमारतीच्या संकल्पनासाठी, बांधकामासाठी तसेच खास दुरुस्तीसाठी पुरेसे तांत्रिक नैपुण्य जरी उपलब्ध असले तरी, काही वेळा अपु-या कर्मचारी वर्गामुळे अथवा काही प्रसंगी गुंतागुतीचे तांत्रिक प्रश्न, आधुनिक तंत्रज्ञानाची गरज, पर्यावरण विषयक अभ्यास व तत्सम बाबी, सुसाध्यतेची पडताळणी, संशोधनात्मक अभ्यास तसेच खाजगीकरणातून करावयाच्या प्रकल्पांसाठी कायदेविषयक, अर्थविषयक अन्वेषण अशा बाबींसाठी सल्लागार किंवा तज्ञ नेमण्याची आवश्यकता भासते. याअनुषंगाने शासनाने दिनांक ११.१२.१९९७ रोजी सल्लागार नेमण्याबाबतचा शासन निर्णय प्रसिध्द केला. सद्यस्थितीत कामाच्या स्वरूपात झालेल्या बदलामुळे तसेच भाववाढीमुळे सदर शासन निर्णय अद्यावत करणे शासनाच्या विचाराधीन होते. यानुसार दिनांक ११.१२.१९९७ रोजीचा शासन निर्णय अधिक्रमित करुन आता सुधारीत शासन निर्णय खालीलप्रमाणे निर्गमित करण्यात येत आहे.

शासन निर्णय -

१. सल्लागार / तज्ञ नेमणे अनुज्ञेय असेल अशा बाबी

सार्वजनिक बांधकाम विभागामार्फत सहजरित्या पार पाडता येऊ न शकणा-या अशा पुढील प्रकरणी सल्लागार / तज्ञ नेमणे अनुज्ञेय असेल.

- १) गुंतागुतीची दुरुस्ती व पुनर्स्थापित बांधकामाची (Rehabilitation) प्रकरणे.
- २) असाधारण गुंतागुतीच्या विशेष प्रश्नाबाबतची प्रकरणे.
- ३) प्रकल्प व्यवस्थापन (Project Management), पर्यवेक्षण (Supervision), उपकरण साधना (Instrumentation), प्रकल्प अहवाल (Report) आणि संनियंत्रण (Monitoring)
- ४) गुंतागुतीच्या बांधकामाचे विशेषीकृत संकल्पन (Design) आणि तपासणी (Proof Consultancy)
- ५) संगणक आणि सॉफ्टवेअर यांचे विकसन. (Software Development)
- ६) प्रकल्पांचे सर्वेक्षण व अन्वेषण.
- ७) बांधकामाचा वातावरणावर होणा-या आघातासंबंधी तसेच प्रकल्पांच्या तांत्रिक आणि आर्थिक सुसाध्यतेची पडताळणी करुन निर्धारण व अहवाल.

- ८) भुसंपादन, वनजमीनी हस्तांतरणासाठी प्रस्ताव तयार करणे. तसेच सेवावाहिन्या स्थलांतरीत करण्याबाबतचा प्रस्ताव करणे व प्रक्रिया पार पाडणे.
- ९) लवाद चालवण्यासाठी टेक्नोलीगल सल्लागार नेमणे.
- १०) रस्त्यावरील वाहतुक गणना व अहवाल.
- ११) ॲकॉस्टीकल डीझाईन.
- १२) लॅन्ड स्केपींग डिझाईन, गार्डनींग, हॉर्टीकल्चर.
- १३) खासगी वास्तुविशारद.
- १४) फायर व सेफ्टी सल्लागार.
- १५) MEP व HVAC कन्सल्टंट सल्लागार.
- १६) कायदेविषयक बाबींवर सल्ला घेणे.
- १७) सा.बां.विभागाचे कामकाज नियोजन, भविष्यकालीन इमारती व रस्ते बांधकाम क्षेत्रामध्ये नवीन उपलब्ध तंत्रज्ञानाच्या अनुषंगाने करावयाचे धोरणात्मक बदल व त्यासाठी Strategy ठरविणे.
- १८) सा.बां.विभागाच्या कामाशी संबंधित इतर विषय.

२. सल्लागार नेमणुकीची पद्धत व त्याबाबतचे अधिकार

सल्लागार नेमणूक पुढील पैकी एका पद्धतीने करावी.

२.१ निवड सूचिवरील सल्लागारांची सरळ नियुक्ती (Direct Appointment from Empanelled List)

सल्लागारांची, कामाच्या व्याप्तीनुसार वर्गवारी परिशिष्ट-अ (Annexure-A) मध्ये देण्यात आली आहे. प्रत्येक वर्गामध्ये किमान ५ सल्लागारांची नोंदणी करण्यात यावी.

२.१.१ सर्व साधारण सल्लागार सेवा

संबंधित प्रादेशिक विभागाच्या मुख्य अभियंता यांनी त्यांच्या कार्यक्षेत्रासाठी नामिका प्रवेशाकरिता (Empanelment) सल्लागारांकडून जाहीर प्रस्तावाद्वारे विहित नमुन्यात माहिती मागवून वर्ग निहाय सल्लागार सूची तयार करावी. सदरहू सल्लागारांची निवडसूची दर तीन वर्षांनी मुख्य अभियंता यांनी अद्ययावत करावी. दिनांक १ मे, २०१७ रोजी प्रथम सल्लागारांची यादी (Empanel list) अद्यावत करावी. मार्गदर्शनासाठी सल्लागार सेवेचे दर परिशिष्ट-ब (Annexure-B) मध्ये देण्यात आले आहेत. प्रत्येक प्रकारच्या ससल्ल्याकरीता निश्चित केलेल्या शुल्कास निवडसूचिवरील सल्लागाराची मान्यता असणे आवश्यक आहे. अशा संमतीची दप्तरीनोंद करणे आवश्यक आहे. सल्लागारांकडून काम करून घेताना तांत्रिक दर्जा अधिक महत्वाचा असल्याने सदर सरळ नेमणूक करताना सदर बाबींचा विचार करून कार्यकारी अभियंता यांनी सल्लागार नियुक्त करावेत. (या नियुक्तीस प्रादेशिक विभागाच्या मुख्य अभियंता यांची पूर्व मान्यता घ्यावी.)

परंतु अशा प्रकारच्या सरळ नेमणुकीद्वारे एका सल्लागारास एकाचवेळी व एका आर्थिक वर्षात रु.१.०० कोटी पेक्षा जास्त सल्लागार शुल्क किंमतीची कामे देण्यात येऊ नयेत.

अशी नेमणूक करताना सल्लागारांच्या यादीमधील (Empanelled List) किमान तीन सल्लागारांकडून दर पत्रके (Quotation) प्राप्त करून घेण्यात यावी व त्यापैकी सर्वात कमी देकार देणा-या सल्लागारास काम देण्यात यावे. वरील तीन सल्लागारांपैकी एखादा सल्लागार वर नमूद

केलेल्या अटीमुळे बाद होत असेल तर त्या ऐवजी सल्लागारांच्या यादीमधील (Empanelled List) नंतरच्या सल्लागाराकडून देकार घेण्यात यावेत.

सदर प्रकारे सरळ नेमणुक करताना मुख्य अभियंता यांनी संबंधित कार्यकारी अभियंता यांजकडून सल्लागाराच्या तांत्रिक क्षमता, मनुष्यबळ उपलब्धता व समान प्रकारच्या कामाचा अनुभवावर आधारित शिफारस मागविणे योग्य राहिल.

एकाच प्रकल्पात विविध बाबी वेगवेगळ्या सल्लागारांकडून करून घेताना एकूण प्रकल्प अहवालात सूत्रता राहिल याची जबाबदारी मुख्य अभियंता यांच्यावर असेल.

२.१.२. तज्ञ व्यक्तीकडून सल्लागार सेवा

एखादी गुंतागुंतीची समस्या सोडविण्याकरिता ब-याचदा तज्ञ व्यक्तीकडून सल्लागार सेवा अपेक्षित असते. अशा प्रकरणात मॅन अवर (मनुष्य तास) आधारावर सल्लागार सेवा घेणे संयुक्तिक राहिल. सार्वजनिक बांधकाम विभागातील संबंधित प्रादेशिक विभागातील मुख्य अभियंता यांनी जाहीर निविदेद्वारे प्रस्ताव मागवून तज्ञ व्यक्तीची निवड सुची तयार करावी जेणे करून त्यापैकी कोणत्याही तज्ञ व्यक्तीस समस्येचा प्रकार, स्थळ कालावधी या आधारावर नियुक्त करणे शक्य होईल.

या निवड सुचीतील सल्लागारांना मुख्य अभियंता यांनी ठरविलेले मॅन अवर वर आधारित शुल्क मान्य असणे आवश्यक आहे व अशी दप्तरी नोंद करणे आवश्यक आहे. मार्गदर्शनाकरिता मुख्य अभियंता समितीने शिफारस केलेले मॅन अवर शुल्क परिशिष्ट-क (Annexure-C) मध्ये दिले आहेत. एखादया तज्ञास कामावर नियुक्त करताना संबंधित तज्ञ त्या वेळेत उपलब्ध होऊ शकतील याची खात्री करून घेण्यात यावी.

२.१.३. निवडसुचीवरील सल्लागाराची सरळ नियुक्ती करण्याबाबतचे अधिकार खालीलप्रमाणे असतील.

अ) सर्वसाधारण सल्लागार सेवा

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| १) रु.५० लक्ष पर्यंत (प्रत्येक प्रकरणी) | - मुख्य अभियंता |
| २) रु.५० लक्ष ते २ कोटी पर्यंत (प्रत्येक प्रकरणी) | - सा.बां.विभाग |
| ३) रु. २ कोटी पेक्षा जास्त (प्रत्येक प्रकरणी) | - सा.बां.विभाग |
- (वित्त विभागाच्या सल्ल्याने)

ब) तज्ञ व्यक्तीकडून सल्लागार सेवा

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| १) रु.५० लक्ष पर्यंत (प्रत्येक प्रकरणी) | - मुख्य अभियंता |
| २) रु.५० लक्ष ते २ कोटी पर्यंत (प्रत्येक प्रकरणी) | - सा.बां.विभाग |
| ३) रु. २ कोटी पेक्षा जास्त (प्रत्येक प्रकरणी) | - सा.बां.विभाग |
- (वित्त विभागाच्या सल्ल्याने)

२.२ जाहिर निविदेद्वारे सल्लागाराची नियुक्ती

या पध्दतीत वर्तमानपत्रात मोठया प्रमाणात प्रसिध्दी देऊन इच्छुक सल्लागारांकडून खुले स्पर्धात्मक देकार काही अर्हता-अटीसह (Qualification) बोलाविण्यात यावे. याबाबतीत मुख्य अभियंता यांनी कामाच्या प्रकारानुसार किमान अर्हता ठरवावी. सल्लागारांकडून प्राप्त झालेल्या देकारांचे मुल्यांकन करून सल्लागाराची नेमणूक करावी. यामध्ये तांत्रिक गुणवत्तेस अधिक महत्व देण्यात यावे. तांत्रिक व आर्थिक मुल्यमापनाचे निकष सुकाणु समिती ठरवील. ही सुकाणु समिती पुढीलप्रमाणे राहील.

अ) सल्लागार शुल्क रु.२.५ कोटी पर्यंत असल्यास समितीची रचना खालीलप्रमाणे राहील:-

१) मुख्य अभियंता (संबंधित)	- अध्यक्ष
२) अधीक्षक अभियंता (संबंधित)	- सदस्य
३) अधीक्षक अभियंता, दक्षता व गुणनियंत्रण मंडळ (संबंधित प्रादेशिक विभाग)	- सदस्य
४) कार्यकारी अभियंता (संबंधित)	- सदस्य सचिव

(या समितीचे गठण मुख्य अभियंता करतील)

ब) सल्लागार शुल्क रु.२.५ कोटी पेक्षा जास्त असल्यास समितीची रचना खालीलप्रमाणे राहील:-

१)	मुख्य अभियंता व सह सचिव, सा.बां.विभाग, मुंबई	-	अध्यक्ष
२)	मुख्य अभियंता (संबंधित)	-	सदस्य
३)	अधीक्षक अभियंता (संबंधित)	-	सदस्य
४)	अधीक्षक अभियंता, दक्षता व गुणनियंत्रण मंडळ (संबंधित प्रादेशिक विभाग)	-	सदस्य
५)	कार्यकारी अभियंता (संबंधित)	-	सदस्य सचिव

(या समितीचे गठण शासन स्तरावर करण्यात येईल)

वरील अनु क्र.१ मधील ११, १२ व १३ साठी आवश्यक सल्लागाराकरीता त्या प्रादेशिक विभागाचा उपमुख्य वास्तू शास्त्रज्ञ हा समितीचा सभासद असेल. उपमुख्य वास्तू शास्त्रज्ञ पद रिक्त असल्यास अन्य विभागातील उप मुख्य वास्तू शास्त्रज्ञाची नियुक्ती मुख्य अभियंता यांनी करावी.

या पध्दतीनुसार सल्लागाराची नेमणूक करण्याचे अधिकार खालीलप्रमाणे असतील:-

१) रु.५० लक्ष पर्यंत	- कार्यकारी अभियंता (मुख्य अभियंता यांच्या मान्यतेने)
२) रु.५० लक्ष ते २ कोटी पर्यंत	- सचिव (सा.बां.विभाग)

३) रु.२ कोटी वरील

- सचिव (सा.बां.विभाग)
(वित्त विभागाच्या सल्ल्याने)

२.३ निवडसूची वरील सल्लागारामार्फत दिल्या गेलेल्या सेवामध्ये तांत्रिक दोष आढळल्यास तसेच अव्यवहार्य प्रकल्प तयार करणे, योग्य सर्वेक्षण, अन्वेषण न करणे, ठराविक मुदतीत काम पूर्ण न करणे/ चाल ठकल करणे वगैरे आढळल्यास निवडसूची मधील नाव रद्दबातल करण्याचे अधिकार मुख्य अभियंता यांना देण्यात येत आहेत.

३. सल्लागार / तज्ञ यांच्या शुल्काची तरतूद

सल्लागारांना /तज्ञांना शुल्क अदा करताना खालील सूचनांचे पालन करावे

- १) जे प्रकल्प अर्थसंकल्पात समाविष्ट असतील अशा प्रकल्पांच्या बाबतीत सल्लागार नेमण्याची आवश्यकता भासली तर त्यांचे शुल्क कामाच्या आकस्मिक खर्चामध्ये समाविष्ट करावे व आवश्यकतेनुसार त्याचा सुधारीत अंदाजपत्रकात समावेश करावा.
- २) जेथे सल्लागार नेमण्याची सुरुवातीपासूनच गरज भासणार असेल तेथे अंदाजपत्रकात तशी तरतूद करावी.
- ३) जरूर तेथे अर्थसंकल्पात वेगळी बाब समाविष्ट करून शुल्काचा खर्च भागविण्यात यावा.
- ४) दुरुस्ती/पुनर्स्थापना कामांकरीता ज्याप्रमाणे सार्वजनिक बांधकाम विभागाच्या अखत्यारितील मुख्य अभियंता हयांचेकडे ढोबळ निधी ठेवला जातो. त्याप्रमाणे यासाठीही निधी राखून ठेवण्यात यावा.
- ५) सल्लागारांना द्यावयाचे शुल्क कोणकोणत्या टप्प्यांनी व प्रत्येक टप्प्यासाठी किती द्यावे हे संबंधित मुख्य अभियंता यांनी ठरवावे.

४. सल्लागार शुल्काची निश्चिती

सल्लागार शुल्क मुळ प्रकल्प किंमतीच्या टक्केवारीवर आधारीत असल्यास, सदर सल्लागार शुल्क एक रक्कमी निश्चित करण्यात यावे व तेच अंतिमतः सल्लागारास देय राहील. प्रकल्प किंमतीत कितीही वाढ झाली तरी सल्लागार शुल्कात कुठलीही वाढ देय होणार नाही अशी अट सल्लागाराच्या RFQ व RFP मध्ये नमूद करावी. तथापी काम वाढल्यास पूर्वी मान्य झालेल्या शुल्कामध्ये संपूर्ण प्रकल्पाचे काम करण्यात येईल अशी अट सल्लागाराच्या करारनाम्यामध्ये नमूद करण्यात यावी.

५. सल्लागार / तज्ञांची नेमणूक

वर नमूद केलेल्या पद्धतीपैकी योग्य अशा पद्धतीचे अवलंबन करून सल्लागार /तज्ञ यांची नेमणूक करण्याबाबतचे समर्थन / कारणमीमांसा मुख्य अभियंता यांनी अभिलिखित करावी.

सल्लागारांशी करावयाचा करारपत्राचा RFP मसुदा परिशिष्ट-ड मध्ये सोबत जोडला आहे.

हा शासन निर्णय वित्त विभागाचा अनौपचारिक संदर्भ क्रमांक १७१ दिनांक ०८.०७.२०१६ आणि क्रमांक ३६७ दिनांक १६.०७.२०१६ अन्वये दिलेल्या मंजूरीनुसार निर्गमित करण्यात येत आहे.

सदर शासन निर्णय हा महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेतांक २०१७०२०११३३८४०५६१८ असा आहे. हा शासन निर्णय डिजीटल स्वाक्षरीने साक्षांकित करून काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

सहपत्र: परिशिष्ट अ, ब, क व ड.

(र. घा. जावळकोटी)

अवर सचिव, महाराष्ट्र शासन

प्रत,

१. वित्त विभाग, मंत्रालय, मुंबई.
२. महालेखापाल, महाराष्ट्र राज्य-१, मुंबई.
३. महालेखापाल, महाराष्ट्र राज्य-२, नागपूर.
४. सर्व मुख्य अभियंते, सा.बां.प्रा.विभाग/विशेष प्रकल्प, मुंबई.
५. सर्व अधीक्षक अभियंते, सा.बां.मंडळ/विशेष प्रकल्प मंडळ.
६. सर्व कार्यकारी अभियंते, सा.बां.विभाग/जिल्हा परिषद बांधकाम विभाग,
७. सर्व तांत्रिक अधिकारी, सा.बां.विभाग, मंत्रालय, मुंबई.

शासन निर्णय क्र. खाक्षेस- २०१५/प्र.क्र.२०९/रस्ते-९अ, दि. २४.०१.२०१७ चे सहपत्र.

परिशिष्ट-अ

सल्लागारांची वर्गवारी

प्रकल्प बांधकाम किंमत (भूसंपादन व सेवावाहिन्या हलविणे इ. वगळून) व
व्याप्तीवर आधारित वर्गवारी
(नवीन प्रकल्प तसेच अस्तित्वातील प्रकल्पाच्या विशेष दुरुस्ती / जीर्णोद्धारसह)

कामाचे स्वरूप	मोठे प्रकल्प	मध्यम प्रकल्प	छोटे प्रकल्प
रस्ते (मो-या व लहान पुलसह) परंतु मोठे पूल वगळून	५० किमी पेक्षा जास्त लांबीचे अथवा रु.५०० कोटी पेक्षा जास्त किंमतीचे	१० ते ५० किमी लांबीचे अथवा १०० ते ५०० कोटी कोटी रुपये किंमतीचे	१० किमी पर्यंत लांबीचे अथवा १०० कोटी पेक्षा कमी किंमतीचे (न्यूनतम २५ कोटी)
इमारती तसेच अंतर्गत /बाह्य सजावट फर्निचर धरून	बांधकाम क्षेत्रफळ १०००० चौ मी अथवा रु.१० कोटी पेक्षा जास्त किंमतीचे	बांधकाम क्षेत्रफळ २००० ते १०००० चौ मी अथवा रु.५ ते १० कोटी किंमतीचे	बांधकाम क्षेत्रफळ २००० चौ.मी अथवा रु.५ कोटी पेक्षा कमी किंमतीचे (न्यूनतम १ कोटी)
मोठे पूल व अप्रोच रस्त्यासह	३०० मी पेक्षा जास्त लांबीचे अथवा रु.५० कोटी पेक्षा जास्त किंमतीचे	१०० ते ३०० मी लांबीचे अथवा रु.१० ते ५० कोटी पर्यंत किंमतीचे	६० मी -१५० मी लांबीचे अथवा रु.१० कोटी पेक्षा कमी किंमतीचे (न्यूनतम २ कोटी)
<p>वर दर्शविलेल्या न्यूनतम किंमतीपेक्षा कमी किंमतीच्या प्रकल्पासाठी (नवीन तसेच अस्तित्वातील प्रकल्पाच्या विशेष दुरुस्ती / जीर्णोद्धार साठी सल्लागार नियुक्ती करण्यात येवू नये.) परंतु खास बाब म्हणून नकाशे, अंदाजपत्रके, सर्वेक्षण, अन्वेषण वगैरे यासाठी प्रचलित जिल्हा दरसुची मधील दराने खाजगी संस्थेमार्फत काम करून घेण्याचे अधिकार मुख्य अभियंता यांना प्रदान करण्यात आले आहेत.</p>			

शासन निर्णय क्र. खाक्षेस- २०१५/प्र.क्र.२०९/रस्ते-९अ, दि. २४.०१.२०१७ चे सहपत्र.

परिशिष्ट-ब

निवड सुची करील सल्लागारांना अदा करावयाचे अधिकतम मूल्य

(प्रचलित दराने सेवाकर वेगळा देण्यात यावा).

प्रकल्प वर्गवारी परिशिष्ट-अ मध्ये निर्देशिल्याप्रमाणे.

तक्ता ब-१

कामाचे स्वरूप	मोठे प्रकल्प	मध्यम प्रकल्प	छोटे प्रकल्प
रस्त्यांचे (मो-या, लहान पूल धरुन) सर्वेक्षण, अन्वेषण, वाहतूक गणना व वाहतूक अहवाल, लँड फलॅन भूसंपादन प्रस्ताव, नकाशे व अंदाजपत्रके तयार करणे इत्यादी.	प्रचलित जिल्हा दरसूची प्रमाणे जर एखादया बाबींचे दर संबंधित प्रादेशिक विभागाच्या कार्यक्षेत्रातील दरसूची मध्ये उल्लेखलेले किंवा अदययावत केलेले नसतील तर अशा बाबींसाठी इतर प्रादेशिक विभागांतर्गत प्रमाणित केलेले दर वापरण्याबाबत संबंधित अधिक्षक अभियंता निर्णय घेतील.		
इमारतीचे सर्वेक्षण अन्वेषण, भूसंपादन प्रस्ताव, नकाशे व अंदाजपत्रके तयार करणे.	प्रचलित जिल्हा दरसूची प्रमाणे जर एखादया बाबींचे दर संबंधित प्रादेशिक विभागाच्या कार्यक्षेत्रातील दरसूची मध्ये उल्लेखलेले किंवा अदययावत केलेले नसतील तर अशा बाबींसाठी इतर प्रादेशिक विभागांतर्गत प्रमाणित केलेले दर वापरण्याबाबत संबंधित अधिक्षक अभियंता निर्णय घेतील.		

तक्ता ब-२

स्ट्रक्चरल डिझाईन तयार करणे व संबंधित सेवा पुरविणे. (नवीन बांधकाम)				
अ.क्र	कामांचे स्वरूप	मोठे प्रकल्प	मध्यम प्रकल्प	छोटे प्रकल्प
प्रकल्प बांधकाम किंमतीच्या टक्केवारी				
१.	इमारती	०.५ टक्के	०.७५ टक्के	१.०० टक्के
२.	मोठे पूल	१.० टक्के	१.५० टक्के	२.०० टक्के
विशेष दुरुस्ती आणि जीर्णोद्धार किंमतीची टक्केवारी				
१.	इमारती	१.५ टक्के	२.० टक्के	२.५० टक्के
२.	मोठे पूल	२.० टक्के	२.५० टक्के	३.०० टक्के
		मूळ सल्लागार शुल्काच्या	मूळ सल्लागार शुल्काच्या	मूळ सल्लागार शुल्काच्या

इतर सल्लागाराने केलेले काम फेर तपासणी करून देणे (Proof Consultant)	५ टक्के	७.५ टक्के	१० टक्के
प्रकल्पाच्या तांत्रिक बाबींमध्ये तसेच बांधकामा दरम्यान सेफटी सुरक्षा (Safety) सल्लागार म्हणून मार्गदर्शन व देखरेख करणे.	१ टक्के	१.५ टक्के	२ टक्के
प्रकल्प बांधकामावर देखरेख व गुणनियंत्रणासाठी स्वतंत्र अभियंता (IE) किंवा प्रमाणभूत अभियंता (AE) किंवा प्रकल्प व्यवस्थापन सल्लागार (PMC) म्हणून काम करणे	सामान्यत आधारित धरल्या जाणा-या सल्लागार सेवासाठी (Terms Of Reference-TOR साठी)		
	प्रकल्प बांधकाम किंमतीच्या टक्केवारी		
Independence Engineer (IE) स्वतंत्र अभियंता	१.० टक्के	१.५ टक्के	२.० टक्के
Authority engineer (AE) प्रमाणभूत अभियंता	१.५ टक्के	२.० टक्के	२.५ टक्के
Project management consultant (PMC) प्रकल्प व्यवस्थापन सल्लागार	२.० टक्के	३.० टक्के	४.० टक्के

तक्ता ब-३

रस्ते प्रकल्पाचा तांत्रिक व आर्थिक शक्याशक्यता अहवाल (Feasibility Report) तयार करणे	मोठे प्रकल्प	मध्यम प्रकल्प	छोटे प्रकल्प
	प्रकल्प बांधकाम किंमतीच्या टक्केवारी		
प्राथमिक सर्वेक्षण , वाहतूक गणना व वाढी बाबत ढोबळ अहवाल विविध विकास पर्याय, अंदाजित किंमत तसेच भूसंपादन, पुर्नावसन, वातावरण व सामाजिक परिणाम या बाबतचे सूचक भाष्य तसेच प्रकल्प हाती घेण्याबाबतचे निधि उपलब्धतेसह स्पष्ट मत	२ लक्ष ०.१० टक्के	१ लक्ष ०.२५ टक्के	५००००/- रु. ०.५ टक्के
इमारती प्रकल्पाबाबत तांत्रिक व आर्थिक शक्य शक्यता अहवाल (Feasibility Report) तयार करणे	एकरकमी शुल्क		
प्राथमिक सर्वेक्षण, सुयोग्य बांधकाम क्षेत्रफळ, निधी उपलब्धता, अंदाजित किंमत विविध विकास पर्याय तसेच भूसंपादन, पुर्नावसन, वातावरण व सामाजिक परिणाम या बाबतचे सूचक भाष्य तसेच प्रकल्प हाती घेण्याबाबतचे निधि उपलब्धतेसह स्पष्ट मत.	२ लक्ष	१ लक्ष	५००००/- रु.
प्रकल्पाचा विस्तृत अभियांत्रिकी अहवाल तयार करणे.	प्रकल्प बांधकाम किंमतीच्या टक्केवारी		
रस्ते प्रकल्प: सर्वेक्षण, अन्वेषण, वाहतूकीचा सर्वांगीण अभ्यास	१.५	२.०	२.५

(वाहतूक गणना, अॅक्सल लोड , वळणे, इंटरसेक्शन काउंट व लोकल कॉम्पोनंट करिता लॉस ऑफ रेव्ह्यु Eò@úhÉä.), भौमितीक व स्ट्रक्चरल संरचना, अंदाजपत्रके, भुसंपादन प्रस्ताव, पुर्नवसन,प्रकल्पाचे वातावरण व सामाजिक परिणाम	टक्के	टक्के	टक्के
इमारती प्रकल्प: सर्वेक्षण, अन्वेषण, वास्तुरचना, स्ट्रक्चरल संरचना, अंदाजपत्रके, भुसंपादन प्रस्ताव, पुर्नवसन,प्रकल्पाचे वातावरण व सामाजिक परिणाम	१.५ टक्के	२.० टक्के	२.५ टक्के

शासन निर्णय क्र. खाक्षेस- २०१५/प्र.क्र.२०९/रस्ते-९अ, दि. २४.०१.२०१७ चे सहपत्र.

परिशिष्ट-क

तज्ञ व्यक्तीमार्फत सेवा घेताना दयावयाचे अधिकतम दर (सेवाकर व नैमित्तिक खर्च अतिरिक्त देण्यात यावा)

अ.क्र	विविध तज्ञ	दर दिवसाचे अधिकतम दर	
	अर्हता मुख्य अभियंताच्या मार्गदर्शनाप्रमाणे	एका आर्थिक वर्षात व त्यापेक्षा ३० दिवस जास्त वेळ नियुक्ती असल्यास (प्रकार अ)	एका आर्थिक वर्षात जास्तीत जास्त १५ दिवस नियुक्ती असल्यास (प्रकार ब)
१	Team Leader	६०००/-	९०००/-
२	Highway Expert	५०००/-	७५००/-
३	Pavement Expert	५०००/-	७५००/-
४	Traffic Expert / Transport Planner	५०००/-	७५००/-
५	Bridge Expert	५०००/-	७५००/-
६	Geo technical / Foundation Engineer	५०००/-	७५००/-
७	Tunnel Engineer / Expert	५०००/-	७५००/-
८	Bridge Rehabilitation Expert	५०००/-	७५००/-
९	Structural Audit & Repairs Methodology Exprt	५०००/-	७५००/-
१०	Highway Designer	४०००/-	६०००/-
११	Bridge Structural Designer	४०००/-	६०००/-
१२	Building Structural Designer	४०००/-	६०००/-
१३	Quality & Material Engineer	४०००/-	६०००/-
१४	Environment Expert	४०००/-	६०००/-
१५	Feasibility / Cash Flow Expert	४०००/-	६०००/-
१६	Social Impact & R& R Expert	४०००/-	६०००/-
१७	Road Safety expert	४०००/-	६०००/-
१८	Quantity Engineer	४०००/-	६०००/-
१९	Architect	५०००/-	७५००/-
२०	Interior Decorator	४०००/-	६०००/-
२१	Landscape Expert	४०००/-	६०००/-
२२	Senior Surveyor	१२००/-	१८००/-
२३	Senior AutoCAD Draftsman	१२००/-	१८००/-
२४	Traffic Survey Expert	१२००/-	१८००/-

२५	Computer / Hardware Expert	१२००/-	१८००/-
२६	Site Supervisor	१२००/-	१८००/-
२७	Document Expert (English / Marathi)	१०००/-	१५००/-
Note:-Testing to be conducted on concrete & steel are payable to the consultant separately and they should be included in consultancy charges for forensic analysis to building and bridges.			
नियुक्तीचे दिवस हे काम केलेले व करावयाचे दिवस मोजले जावेत. (सुटटया व रजा वगळून)			
नियुक्ती करताना अंदाजित दिवस प्रकार-ब प्रमाणे १५ पेक्षा कमी असतील परंतु कामावर नियुक्त केल्यानंतर ३० पेक्षा जास्त सेवा घ्यावी लागल्यास प्रह्वार-अ प्रमाणे रक्कम अदा करण्यात यावी.			
कामाचे दिवस १५ ते ३० च्या दरम्यान असल्यास अधीक्षक अभियंता यांनी तज्ञाशी तडजोड करून निर्णय मुख्य अभियंता यांना कळवावा.			

2015

पत्रांक ३

(कामाचे बाबत यथास्थिती असेल)

FOR PROVIDING MEDICAL
CONSULTANCY SERVICES, AS SPECIFIED
IN REQUEST FOR PROPOSAL FOR MULTI
- STOREY BUILDING (BASEMENT + G+
11 FLOORS) FOR SASOON GENERAL
HOSPITAL, PUNE DISTRICT- PUNE
(MAHARASHTRA)
PUBLIC WORKS DEPARTMENT

१५
१२/११/१९

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SECTION 1

NOTICE INVITING PROPOSALS

SECTION 1

**Government of Maharashtra
Public Works Department
Pune
NOTICE INVITING PROPOSALS**

The Public Works Department Maharashtra hereby invites proposals from eligible agencies for providing consultancy services for existing Multi - Storey Building (G+ 11) For Sassoon General Hospital, Pune, Dist. Pune (Maharashtra).

Eligibility Criteria:

(a) (i) The proposal,

a) May be submitted by an individual consulting firm engaged in Hospital continuous Consulting business since last five years or jointly in Consortium with other Consulting firms where the consortium may be constituted by upto three companies.

b) In case of consortiums, one of the Consulting firm has to be a Hospital planning / management Consultant or Architecture Consultant while second firm has to be an Engineering Consultant and third has to be Architectural Consultant or combination thereof. However the Hospital planning Consultant or Architecture Consultant has to be the lead Consultant of this consortium; and will provide a single window access to all the required services (including services of other companies constituting the consortium)

c) In case of a consortium, there should be an agreement executed by all the companies constituting the consortium mentioning inter alia the following-

- i. That they agree to work jointly for the assignment
- ii. That they agree to be jointly and severally responsible for the assignment
- iii. The share of each member in the total fees decided by the consortium

(i) The CONSULTANT shall deposit processing fee of Rs.25,000/- and cost of the RFP (Rs. 5,000/-) at the time of submission of bids online through e-payment which will be non-refundable.

b) The CONSULTANT, as sole entity or as Consortium, must:

- i) Have an established and demonstrable track record of rendering all of the following services: Building (architectural) design for hospital including all services , project management in construction, and procurement services for medical equipment, for a project comparable to that envisaged in the RFP; and
- ii) Have experience in designing and supervising (i) one integrated multispecialty state of the art hospital project including all services of minimum 100 bed capacity (where bed count includes only inpatient ward beds and ICU beds) and (ii) Medical college for minimum 100 admission commissioned during last ten years
- iii) Have experience and capacity to engage and co-ordinate a multi-disciplinary team of experts for designing, executing, equipping and commissioning modern Hospital/ infrastructure projects; and

- iv) Should possess and can display capacity for transfer of knowledge/skills for capacity development in best practices in operating the services under the project and maintenance of the project after its completion.

Other conditions:

- i) Consultancy Services/design/Construction, etc. will be done as per Government/DMER/MCI/PWD/ Standards as specified by the Engineer-in-charge norms.
- ii) Details of the project will be finalized in the DPR after discussion.
- iii) Project will be implemented as per present MCI Norms.

Copies of the Request for Proposals (RFP) document can be downloaded from www.maharashtra.etenders.in from **18/ 12/ 2015 to 11/ 1/ 2016** between **10:00 Hrs to 23:00 Hrs** (IST) on payment of Rs. 5,000/- through online e-payment gateway.

A Pre-Proposal meeting with the willing parties will be held on 1/1/ 2016 at 11:00 A.M.in the office of Chief Engineer, Public Works Region, Pune

The bids will be opened in the presence of the prospective parties in the office of Superintending Engineer Public Works Circle, Central Building Camp, Pune - 411001.The date of opening will be from 19/1/2016 to 22/1/2016 if possible.

Proposals shall be submitted online on or before **16/01/2016 till 23:00 hrs.** Late or delayed submissions will not be accepted.

**Executive Engineer
Public Works (East) Division,
Central Building Campus,
Barrack B, Camp,
Pune-411001
Telephone No.-020-26122457
e-mail-eastpune.ee@mahapwd.com**

SECTION 2

PART-I

INSTRUCTION TO AGENCIES

SECTION 2

INSTRUCTIONS TO AGENCIES (ITC)

PART I

1. Definitions

- a) **“Assignment / job”** means the work to be performed by the CONSULTANT pursuant to the Contract.
- b) **“Consultant (herein after referred as CONSULTANT)”** means any eligible entity as per RFP which submits a Proposal, either individually or as Consortium (in the latter case through Lead Member), and which upon selection, would provide Services to the Employer under the Contract.
- c) **“Consortium”** shall mean an association or combination of partnering entities, being consortium members and includes one or more identified and named sub-Consultant(s), coming together with Lead Member for submission of a Proposal.
- d) **“Contract”** means the contract signed by and between Employer and the CONSULTANT and all its attached documents.
- e) **“Day”** means calendar day.
- f) **“Employer”** means the **Chief Engineer Public Works Region Pune.**
- g) **“Engineer-in-charge”** means the representative of the Employer. He is Executive Engineer, Pune Public Works Division Pune or any equivalent Officer appointed by the Employer.
- h) **“Superintending Engineer”** means the Superintending Engineer, Public Works Circle, Pune.
- i) **“Executive Engineer”** means the Executive Engineer, Pune Public Works Division, Pune.
- j) **“Government”** means the Government of Maharashtra.
- k) **“Lead Partner”:** shall mean the member of the consortium duly nominated/authorized by all members of that consortium as a lead partner.
- l) **“Personnel”** means professionals and support staff provided by the CONSULTANT or by any Sub- Consultant and assigned to perform the Services or any part thereof.
- m) **“Proposal”** means the Technical Proposal and the Financial Proposal, considered

together.

- n) **“RFP”** means the Request for Proposal issued by the Engineer-in-charge for the selection of CONSULTANT.
- o) **“Terms of Reference” (TOR)** means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed by the CONSULTANT and the deliverables of the Assignment/job.

2. Introduction

- 2.1 The Employer, named in the Part II Data Sheet, will select a CONSULTANT in accordance with the method of selection specified in the RFP included in the Part II Data Sheet.
- 2.2 The name of the Assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the Assignment/ job has been described in the Terms of Reference (TOR) in Section 5.
- 2.3 Date, time and address for submission of Proposals have been given in Part II Data Sheet.
- 2.4 Agencies are invited to submit a Proposal, for consulting Assignment/job named in ITC 2.2.
- 2.5 Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposal. Agencies are encouraged to attend a pre-Proposal meeting at the time and venue as specified in the Part II Data Sheet.
- 2.6 The Engineer-in-charge will provide at no cost to the selected CONSULTANT various inputs and facilities specified in the Part II Data Sheet, assist the CONSULTANT in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Agencies shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation. The Employer is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award.

3. Consortium Related Details

- 3.1 CONSULTANT may submit Proposal individually, in its sole capacity, or as a Consortium (through Lead Member), but not as both.
- 3.1 CONSULTANT must fulfill the eligibility criteria laid down in Part II Data Sheet.
- 3.3 Proposals submitted by a Consortium must comply with the following requirements:

- a) The number of members in the Consortium should not exceed three (3).
- b) In case of consortiums, one of the Consulting firm has to be a Hospital planning / management Consultant or Architecture Consultant while second firm has to be an Engineering Consultant and third has to be Architectural Consultant or combination thereof. However the Hospital planning Consultant or Architecture Consultant has to be the lead Consultant of this consortium; and will provide a single window access to all the required services (including services of other companies constituting the consortium)
- c) the Proposal should contain the information required from each member or sub-CONSULTANT, as the case may be;
- d) the Proposal should include a description of the roles and responsibilities of each member, or sub-CONSULTANT, as the case may be;
- e) a Consortium member or Sub- Consultant is not permitted to submit Proposal for the assignment / job in its individual capacity or as part of any other Consortium;
- f) the members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium; and
- g) In case of a Consortium the proposal shall be accompanied by a certified and notarized copy of a legally binding Memorandum of Understanding (MOU), signed by all firms of the joint venture / Association confirming the following therein:
 - (i) Date and place of Signing;
 - (ii) convey the intent of the Lead Member to enter into the Contract with Employer and subsequently carry out all the responsibilities in terms of the Contract;
 - (iii) delineate the proposed roles and responsibilities of each member or Sub-Consultant in the Consortium;
 - (iv) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Assignment / job in accordance with the terms of the Contract ; and
 - (v) clearly refer to the Assignment / job for which the arrangement is made.

MoU, in original, signed by all members/sub-agencies should be submitted with the Proposal. MoU should be specific to this Assignment / job and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

4. Clarification and Amendment of RFP Documents

- 4.1 Consulting firms/Agencies may request for a clarification on any clause of the RFP

documents at the address within the timelines indicated in the Part II Data Sheet. The Engineer-in-charge will respond in writing, or by standard electronic means and will send copies of the response to all Agencies.

- 4.2 At any time before the due date for submission of Proposal, the Engineer-in-charge may amend the RFP by issuing an addendum in writing or by standard electronic means.

5. Conflict of Interest

- 5.1 Employer requires that CONSULTANT provide professional, objective, and impartial advice

and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

- 5.2 Without limiting the generality of the foregoing, CONSULTANT, and any of their sub-CONSULTANT(s), shall be considered to have a conflict of interest when:

(i) **Conflicting Assignment/job:** A CONSULTANT (including its Personnel and Sub-CONSULTANT) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the CONSULTANT to be executed for the same or another Employer.

(ii) **Conflicting relationships:** A CONSULTANT (including its Personnel and sub-Consultant) that has a business or family relationship with a member of the Employer's staff and who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the Assignment/job, (b) the selection process for such Assignment/job, or (c) supervision of the Contract, may not be awarded a Contract.

- 5.3 Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. If the CONSULTANT fails to disclose said situations, it may lead to disqualification of the CONSULTANT during the bidding process or the termination of its Contract during execution of Assignment.

- 5.4 **Unfair Advantage:** If a CONSULTANT could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5.2 above, the Engineer-in-charge shall make available to all CONSULTANT together with this RFP all information that would in that respect give such CONSULTANT any competitive advantage over competing Agencies.

6. Proposal:

A CONSULTANT must only submit one Proposal. If a CONSULTANT or any of its sub-Consultants or any of its Consortium members submits or participates in more than one Proposal, all such Proposals shall be rejected and not considered for the purposes of evaluation under the RFP.

7. Proposal Validity:

The Part II Data Sheet indicates how long Agencies' Proposals must remain valid after the submission date. During this period, Agencies shall maintain the availability of Professional staff nominated in the Proposal and also keep their Financial Proposal unchanged. Should the need arise; however, the Engineer-in-charge may request Agencies to extend the validity period of their Proposal. Agencies who do not agree have the right to refuse to extend the validity of their Proposal; under such circumstance the Employer shall not consider such Proposal for further evaluation.

8. Eligibility Criteria:

The CONSULTANT submitting a Proposal must fulfill the criteria laid down in the Part II: Data Sheet for it to become eligible for submitting Proposal in response to this RFP.

9. Preparation of Proposal

9A. Bid Security

9A.1 The bid/ Proposal shall be accompanied by bid security as per Data Sheet in Part II. Bid security should be paid in the form of Demand Draft/FDR from any Nationalized Bank in India drawn in favor of Executive Engineer, Public Works (East) Division, Pune payable at Pune. Payments in Cheque or cash will not be accepted. The Demand draft for Bid security shall be submitted online after the time of closing of the bid and before the time of opening of the bid. Scanned copy of the Demand Draft should be uploaded for online tender submission.

9A.2 Any bid/ Proposal not accompanied by the Bid Security will be rejected.

9A.3 In the event of his bid/ Proposal being accepted subject to provisions of the sub clause 9A.4 below, the said amount if so requested by the bidder be appropriated towards the amount of Performance Security payable by him under the conditions of contract.

9A.4 If after submitting the bid/ Proposal, the bidder withdraws his offer or modifies the same or if after acceptance of his bid, fails or neglects to furnish the performance security, without prejudice to any rights and powers of the Employer hereunder or in law, the Employer shall be entitled to forfeit the full amount of Bid Security deposited by the bidder.

9A.5 In the event of bid/ Proposal being not accepted, the amount of Bid Security deposited by the bidder shall unless it is prior thereto to forfeit under provision of sub clause 9A.4 above, be refunded to him on passing of receipt thereto without any interest.

9B Bid Processing Fee: As in Part II Data Sheet

9.1 The Proposal as well as all related correspondence exchanged by the Agencies and the Engineer-in-charge shall be written in the English language.

9.2 While preparing the Technical Proposal, Agencies must ensure that alternative professional staff is not proposed and only one curriculum vitae (CV) may be submitted for each position.

9.3 **Technical Proposal:** Agencies are required to submit online (e- submission on www.nexttenders.com) Technical Proposal (TP) in forms provided in Section-3. The Part II Data sheet in Section-2 also indicates the formats of the Technical Proposal to be submitted. Submission of the Technical Proposal not complying with the requirements will result in the Proposal being deemed non-responsive. Content of the Technical Proposal is prescribed below:

- a) Form TECH-1 in Section-3 is cover letter accompanying Technical Proposal.
- b) A brief description of the CONSULTANT's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form TECH-2. In the same Form, the CONSULTANT and their Consortium member and/or named sub-agencies (if any) will provide details of experience of eligible Assignments.
- c) A description of the Proposal, technical approach, methodology and work plan for performing the Assignment/job (Form TECH-3 of Section 3).
- d) The list of the proposed Key Professional staff by area of expertise, along with their Curriculum Vitae (CV) (in the format given in FORM TECH- 4A) duly signed by the concerned staff or authorized representative, the position that would be assigned to each staff team member and their tasks, is to be provided in Form TECH-4 of Section 3.
- e) Project Scheduling & Planning (Form TECH-5 of Section 3).

- f) Detailed description of methodology for training & capacity development.
 - g) Power of Attorney / authorisation in favour of person signing the Proposal (in case of Consortium, this should be provided by the Lead Member).
 - h) Consortium MoU (if applicable)
 - i) Power of Attorney from Consortium members in favour of the Lead Member (if applicable)
- 9.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non- responsive.
- 9.5 **Financial Proposal:** The Financial Proposal shall be prepared using the attached Standard Forms (Form FIN-1 in Section 4). It shall set down the total cost, expressed in percentage terms of the estimated project cost (EPC) given in ITC 9.7, associated with the Assignment/job, including costs of the CONSULTANT associated with concept, design, construction Management, procurement services, commissioning, capacity building etc, given in detail in TOR, and applicable taxes.
- 9.6 The Financial Proposal shall not include any conditions attached to it and any such conditional Financial Proposal shall be summarily rejected.
- 9.7 The Estimated Project Cost (EPC) for the purpose of this RFP shall be Indian Rupees (INR) **110.00 Crores**. The tentative cost has been arrived on the basis of estimate of expenditure done on similar projects by Employer. It is hereby clarified that the actual payment to the successful CONSULTANT, under the contract, shall be restricted to the quoted percentage (ITC 9.5) of the EPC or that of the actual cost of the project, whichever is lower. The actual cost of the project shall be worked out as provided in Annexure 3 of the draft contract.

10. Taxes

All applicable taxes will be included in the financial proposal in Form FIN-1 in Section 4.

11. Currency

Subject to provisions of ITC 9.7 above, Agencies shall express the price of their Assignment/job in percentage of the estimated project cost (EPC), which will then be converted to absolute amount in Indian Rupees (INR) for the purpose of evaluation as per ITC 13.

12. E - Submission, Receipt and Opening of Proposals

- 12.1 Submission letters for both Technical Proposal and the Financial Proposal should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

- 12.2 An authorized representative of the CONSULTANT shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 12.3 The original and all copies of the Technical Proposal shall be submitted online on www.maharashtra.etenders.in. Similarly, the original Financial Proposal shall be submitted online on www.maharashtra.etenders.in clearly marked “FINANCIAL PROPOSAL” followed by the name of the Assignment/job.
- 12.4 The Proposals must be sent online on www.maharashtra.etenders.in and received online no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any Proposal received by the Employer after the deadline for submission shall be returned unopened.

13. Proposal Evaluation

- 13.1 The Agencies should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort to influence the Employer in the examination or evaluation of proposals may result in the rejection of the CONSULTANT’s Proposal.
- 13.2 The Government, Medical Education and Drugs department vide GR No. SHP – 2014/ Pra.Kra. 739/ Prasha – 1, dated 21st November 2015 has constituted a CONSULTANT Selection Committee (CSC) which will carry out the entire evaluation process. This committee consists following members:
1. Chief Engineer, Public Works Region, Pune. - Chairman
 2. Dy. Chief Architect, Pune - Member
 3. Dean, B.J. Medical College and Sassoon Hospital, Pune - Member
 4. Principal, Allana College of Architecture, Camp, Pune - Member
 5. Superintending Engineer, Public Works Circle, Pune - Member
 6. Executive Engineer, Public Works East Division, Pune.-Member Secretary
- 13.3 **Evaluation of Technical Proposals:** CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 13.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the Proposal. Only responsive Proposals shall be further taken up for evaluation. Evaluation of the technical Proposal will start first and at this stage the financial bid

(Proposal) will remain unopened. The qualification of the CONSULTANT and evaluation criteria for the technical Proposal shall be as defined in the Data sheet.

13.5 Public opening & evaluation of the Financial Proposals:

Financial Proposals of only those entities that are technically qualified shall be opened on the date & time to be specified later, in the presence of the CONSULTANT's representatives who chose to attend. The name of the Agencies, their technical score and their financial Proposal shall be read aloud.

13.6 The CSC will correct any computational errors. When correcting computational errors between word and figures, the former will prevail.

13.7 After opening of Financial Proposals, selection method as described in the Data Sheet: Detailed Evaluation Method shall be applied to determine the CONSULTANT eligible for award of Contract. The selected CONSULTANT will be invited for negotiations, if considered necessary.

13.8 The decision of Employer is final and binding on all Agencies who participated in this proposal.

14. Negotiation of Contract

14.1 Negotiations may be held at the date, time and address intimated to the selected CONSULTANT.

14.2 Technical negotiations:

Before final MOU is signed, negotiations on technical and financial proposal may be done to clarify the work plan, staffing schedule, logistics etc.

14.3 Financial negotiations:

Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the CONSULTANT. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

14.4 Availability of Professional staff/experts: The Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available.

15. Award of Contract

15.1 The Engineer-in-charge shall issue a Letter of Intent (LOI) to the selected CONSULTANT and promptly notify all other Agencies who have submitted Proposals

about the decision taken.

- 15.2 Unless otherwise agreed, the CONSULTANT will sign the Contract within 15 days of issuance of LOI.
- 15.3 The CONSULTANT is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

15.4 Performance Security

The successful Consultant whose offer has been accepted will have to pay an amount online as per Data Sheet in Part-II as performance security. The performance security shall be either in the form of demand draft/ FDR drawn in favour of Executive Engineer, Public Works (East) Division, Pune as per Data Sheet in Part -II or in the form of bank guarantee from a the State Bank of India or any Nationalised Bank with a branch in Pune Maharashtra State. Performance security shall be furnished within 15 days from the date of issue of acceptance letter else the Consultant will be liable for action as per sub clause 9A.4 of ITC Part-I. The performance security submitted shall be valid up to a period of two years beyond the date of completion of services.

16. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Agencies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any CONSULTANT of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's anti fraud and corruption policy.

17. Transparency & Disclosure provision:

- 17.1 Employer shall publish the results identifying the Proposal and the following information: (i) name of each CONSULTANT who submitted a Proposal; (ii) name and evaluated prices of each Proposal that was evaluated; (iii) name of CONSULTANT whose Proposal were rejected and the reasons for their rejection; and (iv) name of the winning CONSULTANT, and the price offered, etc.
- 17.2 After publication of the award, unsuccessful Agencies may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Proposals were not selected. The Employer shall promptly respond in writing to any unsuccessful CONSULTANT who, after Publication of contract award, requests a debriefing.

SECTION 2

PART-II

DATA SHEET

<u>PART II: DATA SHEET</u>		
<i>Sl No.</i>	<i>Ref. of</i>	<i>Particulars of Data Sheet</i>
1	2.1	Name of the Employer: Chief Engineer , Public Works Region, Pune- 411001 Telephone: 020-26124540 Fax: 020-26126268 E-mail: pune.ce@mahapwd.com
2	2.2	Name of the Assignment/job is: Providing consultancy services for existing Multi - Storey Building (Basement + G+ 11) for Sassoon General Hospital, Pune, Dist. Pune (Maharashtra).
3	2.3	Last Date, time and address for submission of Proposal: Last Date : 16/1/2016 , Time : 23.00 Hrs. Address : Superintending Engineer Public Works Circle Pune, Central Building, Pune-411001
4	2.5	a) A Pre-Proposal meeting: will be held on Date: 1/1/2016 Time : 11:00 am Venue: Office of The Chief Engineer , P.W. Region, Pune b) Opening of Bid: will be held during Date: 19/1/2016 to 22/1/2016 Venue: office of the Superintending Engineer , P.W. Circle, Pune.
5	9A	Bid Security: Rs 10,00,000/- (Rs. Ten Lakhs Only) to be submitted online in the form of Demand Draft /Bankers cheque/ FDR in favour of Executive Engineer, Public Works (East) Division, Pune payable at Pune
6	15.4	Performance Security 5% of the finally decided Contract Price to be submitted online in the form of Demand Draft /Bankers cheque/ FDR in favour of Executive Engineer, Public Works (East) Division, Pune payable at Pune
5	2.6	The Engineer-in-charge will provide the following inputs and facilities: Site map, Contour Plan, layout and detailed drawings of existing women's hospital, project area and indicative project cost,etc. Visit to site will be allowed with prior permission
6	3.1	Eligibility Criteria: A) (i) a proposal, a) May be submitted by an individual consulting firm engaged in Hospital continuous Consulting business since last five years or jointly in Consortium with other Consulting firms where the consortium may be constituted by upto three companies.

	<p>b) In case of consortiums, one of the Consulting firm has to be a Hospital planning / management Consultant while second firm has to be an Engineering Consultant and third has to be Architectural Consultant or combination thereof. However the Architectural Planning Consultant or Hospital planning Consultant has to be the lead Consultant of this consortium; and will provide a single window access to all the required services (including services of other companies constituting the consortium).</p> <p>c) In case of a consortium, there should be an agreement executed by all the companies constituting the consortium mentioning inter alia the following-</p> <ul style="list-style-type: none"> i That they agree to work jointly for the assignment ii That they agree to be jointly and severally responsible for the assignment iii The share of each member in the total fees decided by the consortium <p>(ii) The CONSULTANT shall deposit processing fee of Rs. 25,000/- and cost of the tender (Rs. 5000/-) at the time of submission of bids in the shape of demand draft in favour of Executive Engineer, Public Works East Division, Pune, which will be non-refundable.</p> <p>B) The CONSULTANT, as sole entity or as Consortium, must:</p> <ul style="list-style-type: none"> i) Have an established and demonstrable track record of rendering all of the following services: Building (architectural) design for hospital including all services , project management in construction, and procurement services for medical equipment, for a project comparable to that envisaged in the RFP; and ii) Have experience in designing and executing (i) one integrated multispecialty state of the art hospital project including all services of minimum 100 bed capacity (where bed count includes only inpatient ward beds and ICU beds) and (ii) Medical college for minimum 100 admission commissioned during last ten years iii) Have experience and capacity to engage and co-ordinate a multi-disciplinary team of experts for designing, executing, equipping and commissioning modern Hospital/ infrastructure projects; and iv) Should possess and can display capacity for transfer of knowledge/skills for capacity development in best practices in operating the services under the project and maintenance of the project after its completion. <p>C) Other conditions:</p> <ul style="list-style-type: none"> i) Consultancy Services/design/Construction, etc. will be done as per Government/ DMER/MCI/PWD/ Standards as specified by the
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		<p>Engineer- in- charge norms.</p> <p>ii) Details of the project will be finalized in the DPR after discussion. Project will be implemented as per present MCI.</p>
7	4.1	<p>Clarifications may be requested till the date of Pre-Proposal meeting. The address for requesting clarifications is: Executive Engineer, Public Works (East) Division, Central Building Campus, Barrack-B, Camp Pune-411001</p> <p>Fax: 020-26124278 E-mail: eastpune.ee@mahapwd.com</p>
8	7	Proposals must remain valid for 120 (one hundred twenty) days after the submission date.
9	9.3	<p>The formats of the Technical Proposal to be submitted are:</p> <p>Form Tech 1: Letter of Proposal submission</p> <p>Form Tech 2 : CONSULTANT's organization & experience</p> <p>Form Tech 3: Approach & methodology</p> <p>Form Tech 4: Team composition</p> <p>Form Tech 4A: Format of curriculum vitae (CV) for proposed key staff.</p> <p>Form Tech 5: Project Scheduling & Planning.</p>
10	9.3 (f)	<p>Training & capacity building is a specific component of this Assignment/job: Yes [<i>Refer TOR for details</i>]</p>
11	11	Agencies shall express the price of their Assignment/job in percentage of the estimated project cost (EPC), which will be converted to absolute amount in Indian Rupees for the purpose of evaluation. However, actual payment to the successful CONSULTANT, under the Contract, shall be restricted to the quoted percentage of EPC or that of the actual cost of the project, whichever is lower.
12	12.3	CONSULTANT must submit the original and one copy of the Technical Proposal, and the original of the Financial Proposal.
13	13.4	<p>Prior to evaluation of Proposals, Employer will determine whether each proposal is responsive to the requirements of the RFP document. A Proposal shall be considered responsive if it satisfies all the criteria stated below:</p> <ol style="list-style-type: none"> It is received online by the Proposal due date. It is signed and marked as stipulated. It contains the information and documents as requested in the RFP. It provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by Employer without communication with

REQUEST FOR PROPOSAL

		<p>the CONSULTANT). Employer reserves the right to determine whether the information has been provided in reasonable detail.</p> <p>e) There are no inconsistencies between the Proposal and the supporting documents.</p> <p>f) It does not contain any condition or qualification.</p> <p>Agencies are expected to submit a complete Proposal in all respect. All the required documents and details must be included. In the absence of the same, leading to material deviation or reservation, the Proposal is liable to be rejected.</p> <p>Employer reserves the right to reject any Proposal which in its opinion is not responsive and no request for modification or withdrawal shall be entertained by Employer in respect of such Proposals.</p>																		
	✓	<p><i>Only those Technical Proposals that are found to be responsive shall be further evaluated on the following parameters:</i></p>																		
		<table><tr><th>Sr. No.</th><th>Evaluation Criteria</th><th>Maximum Marks</th></tr><tr><td>1</td><td>Specific experience of the CONSULTANT, as sole entity or Consortium, relevant to the Assignment and job.</td><td>30 Marks</td></tr><tr><td>2</td><td>Adequacy of the Proposal, proposed methodology and Work plan in response to the terms of reference</td><td>40 Marks</td></tr><tr><td>3</td><td>Key Professional staff for the Assignment / job</td><td>25 Marks</td></tr><tr><td>4</td><td>Training & Capacity Development</td><td>05 Marks</td></tr><tr><td></td><td>Total</td><td>100 Marks</td></tr></table>	Sr. No.	Evaluation Criteria	Maximum Marks	1	Specific experience of the CONSULTANT, as sole entity or Consortium, relevant to the Assignment and job.	30 Marks	2	Adequacy of the Proposal, proposed methodology and Work plan in response to the terms of reference	40 Marks	3	Key Professional staff for the Assignment / job	25 Marks	4	Training & Capacity Development	05 Marks		Total	100 Marks
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3	Key Professional staff for the Assignment / job	25 Marks																		
4	Training & Capacity Development	05 Marks																		
	Total	100 Marks																		
		<p><i>Criteria, sub-criteria and point system for evaluation to be followed under this procedure are as under:</i></p>																		
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		bed capacity or one medical college for minimum 100 Under Graduate admissions commissioned during the last ten years.	
		One project Two Projects Three or more Projects	12 marks 14 marks 15 marks
		b) Consultancy or Architectural Consultancy for Building Works completed/ongoing for value not less than Rs 100 Crores.	10 marks
		One project Two projects Three or more Projects	8 Marks 9 Marks 10 marks
		c) Procurement services of Medical & ICT Equipment/ Machinery for project value not less than Rs 50 crore each	5 marks
		One project Two Projects Three or more Projects	3 marks 4 marks 5 marks
		2) Adequacy of the proposal, proposed methodology and Project Scheduling & Planning in response to the Terms of Reference [Details in Tech Forms-3 & 5]. (a) Technical approach & methodology [see TECH FORM-3] (b) Project Scheduling & Planning [see TECH FORM- 5] (c) Concept Design, efficient integration with existing Basement + G + 11 Building, Layout (Interior, Furniture, Electrical, Operation Theatres, HVAC, MEP Services), ,Line plans, perspective views, Clash identification of various services by using softwares like Autodesk – REVIT, or similar, Walkthrough of the Model.	40 Marks 5 Marks 5 Marks 30 Marks
		3) Key Professional staff for the Assignment / job and quality systems (a) Qualification & competency of the staff for the	25 Marks

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		Assignment / job. (b) Quality management standards in design, construction & procurement services; safety standard in construction Qualifications and competency of each of the key professional will be evaluated separately	20 Marks 5 Marks
		The marks for key professionals will be further divided as under: a) Team Leader b) Other key professionals, relating to design, supervision, procurement, training, etc (see Form Tech-4)	(25%) (75%) in total & equal score assigned to each professional staff proposed)
		For evaluation of each of the key professionals the following sub- criteria shall be followed:	
		A) Educational qualifications	30%
		B) Adequacy for the Assignment / job	70%
		(4) Training & Operational Capacity Development:	05 marks
		(a) Capacity to innovate, integrate with the existing Basement +G+11 Constructed building, capacity to bring, newer environment friendly, cost saving methods, technology and quality parameters, Delineation of methodology.	3 marks
		(b) Transfer of knowledge/best practices (content).	2 marks
14	13.7	Method of Selection: The Technical quality of the Proposal will be given weightage of 70% , the method of evaluation of technical qualification will follow the procedure given above. The Price Proposals of only those Agencies who qualify technically that is who score minimum 75 out of 100 marks will be opened. The Proposal with the lowest cost may be given a financial score of 100 and the other	

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		<p>Proposal given financial score that are inversely proportionate to their prices. The financial Proposal shall be allocated weight of 30%. For working out the combined score, the employer will use the following formula:</p> <p>Total points = T (w) x T (s) + F (w) x LEC / EC x 100</p> <p>Where, T (w) stands for weight of the technical score. T (s) stands for technical score F (w) stands for weight of the Financial Proposal EC stands for Evaluated Cost of the Financial Proposal LEC stands for Lowest Evaluated Cost of the Financial Proposal.</p> <p>The Proposals will be ranked in terms of total marks scored. The Proposal with the highest total marks will be considered for award of contract and will be called for negotiations, if required.</p>	
15	15.3	<p>Expected date for commencement of consulting Assignment/job: Immediately after approval of the DPR.</p> <p>Location: At Sassoon General Hospital Campus, Near Pune Station, Pune Camp, Pune Dist. Pune, Maharashtra</p>	

NOTE:

1. The Consultants Submitting RFP will be Further evaluated on the basis of Face- to-face Technical Presentation(in Power Point form) followed by question- answer round by the Selection Committee. The Consultants are expected to Briefly present their Proposals focusing on the CONSULTANT's Experience, Brief Concept Plan – showing integration with the already constructed Basement+G+11 Civil work and other building services (preferably a walk through for the proposed project), Proposed Methodology and work plan in response to TOR, the site demonstration of the concept to the Selection committee, the Key personnel to be appointed, use of new technology/ concepts/parameters, etc, that will lead to a International standard Hospital.
2. The Selection Committee reserves the right to inspect the sites previously developed by the Consortium/ individual at the Consultant's expenses and also the procurements made by different entities under their guidance.

SECTION 3

TECHNICAL PROPOSAL - STANDARD FORMS

LETTER OF PROPOSAL SUBMISSION

[Clause 9.3, Section 2, Instructions to Agencies (ITC), Part I]

[Location, Date]

To: [Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide Consultancy Services from **Providing consultancy services for existing Multi - Storey Building (Basement + G+ 11) for Sassoon General Hospital, Pune, Dist. Pune (Maharashtra).** in accordance with your Request for Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelopes.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each consortium member and named sub-CONSULTANT, as applicable]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, if any.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature of Authorized Signatory

Name:

Title:

Address:

CONSULTANT's ORGANIZATION AND EXPERIENCE

[Clause 9.3, Section 2, Instructions to Agencies (ITC), Part I]

A . CONSULTANT's Organization

[Provide here a brief description of the background and organization of the entity and each consortium member as well as the identified and named Sub- Consultant(if any) for this Assignment/job.]

In the event the CONSULTANT is submitting Proposal as Consortium, the names, contact details and profile of each consortium member as well as identified and named Sub- Consultant(if any) must be submitted with the Technical Proposal together with the roles assigned to each of them.

B . CONSULTANT's/Consortium's Experience

Using the format below, provide information on each assignment/job for which your firm, and/or the consortium member as well as identified and named sub-CONSULTANT(s), was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting assignment/job similar to the ones requested under this Assignment/job.

Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Location:	
1.4	Duration of Assignment/job (months) :	
1.5	Name & address of Employer:	
1.6	(i) Start date (ii) Completion date	
1.7	Description of the activities performed by your staff within the overall Assignment/job with respect to but not limited to- (i) Services planning and execution- Service mix, facility configuration.	
	(ii) Facility planning-	

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	<ul style="list-style-type: none">(a) Facility layouts and designs(b) Standards followed(MCI,NABH, NABL, JCI, GRIHA)(iii) Medical equipment planning and implementation.(iv) HIS planning and implementation<ul style="list-style-type: none">(a) Managing implementation process(b) HIMSS Levels(v) People planning(vi) Operations planning<ul style="list-style-type: none">(a) Development of Hospital system and processes(b) Planning and implementation of support services and kitchen, laundry, housekeeping, supply chain, bio-medical waste management, medical gases, chemical drainage, medical fire safety designing.(vii) Architectural and Engineering planning and execution- Hospital, Electrical, Interior, Furniture, Modular Operation Theatres, ICU, NICU HVAC, MEP, PHS, Fire Fighting, etc.	
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Note: Please provide documentary/material evidence from the client i.e. copy of work order, contract, Purchase Order, Agreement, etc in support of above mentioned Assignment/job.

FORM TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Clause 9.3, Section 2, Instructions to Agencies (ITC), Part I]

[Technical approach, methodology and work plan are key components of the Technical Proposal]

[You should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.]

Approach and methodology should, *inter alia*, cover the CONSULTANT's proposed approach regarding the following:

- Evaluation and analysis of Existing Basement+ G+11 building site and surroundings.
- Preparation of a project brief underlining the basics of Hospital requirements, etc.
- Preparation of an equipment brief.
- Highlights of design and design efficiencies.
- Highlights of operational efficiencies in terms of ease and efficiencies of movement of patients, equipment and supplies.
- Detailed engineering brief containing proposed technology and ease of use.
- Provisions for infection control and sequestration of clean areas.
- Innovative technologies if any for conservation of energy, and renewable energy implementation.
- Optimization strategies for manpower deployment.
- Measures proposed to be taken for achieving financial economies.
- Concept Design, efficient integration with existing Basement+ G+11 Building, Layout (Interior, Furniture, Electrical, Operation Theatres, HVAC, MEP Services), ,Line plans, perspective views, Clash identification of various services by using softwares like Autodesk - REVIT, or similar, Walkthrough of the Model. Line plans, perspective views, landscaping of premises, etc.

FORM TECH-4**TEAM COMPOSITION***[Clause 9.3 Section 2, Instructions to Agencies (ITC), Part I]***1. Key Professional Staff: Minimum Qualification and Experience Requirement**

Sr. No.	Designation	Nos	Educational Qualification	Essential Experience	
				a) Total	b) In similar Capacity
A)	TEAM LEADER				
1.	Team leader	1	Masters degree in Hospital administration / Hospital management / Masters in any medical specialty	10 yrs Exp	5 years Experience in similar type of work.
B)	ARCHITECTURAL CONSULTANT				
1.	Principle Architect	1	B. Architecture	15 yrs Exp.	Should have Designed atleast one silmlar project of 20,000 Sq.m which is commissioned or under construction in the last 10 years
2.	Senior Hospital Architect	1	B. Architecture	10 yrs Exp	2 years and Should have designed similar type of project of 15,000 Sq.m
3.	Junior Architect	1	B. Architecture	5 yrs Exp	2 years Experience
6.	Audio visual Expert	1	Diploma in E & TC, Diploma in IT and Networking Diploma in Animation and Networking	10 years Experience in software and networking	2 years

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C)	MEDICAL CONSULTANT				
1.	Hospital Operation Lead	1	Degree in Hospital administration / Hospital management / Masters in any medical specialty		
2.	Healthcare Consultant		Degree in Public Health / Healthcare management / Health services administration	10 years experience in designing operating systems, processes, organizational design, driving performance improvement in hospitals, developing technology strategy (HIS, medical technology, etc) and monitoring implementation , etc	5 years Experience in similar type of work.
3.	Medical Equipment Expert		Degree in Public Health / Healthcare management / Health services administration and having proven specialize knowledge of Medical Equipment procurement for any of the well known hospital.	10 Years Experience in Medical procurement, understanding the needs as per the MCI, etc Norms,	5 years Experience in similar type of work.
D)	ENGINEERING CONSULTANT				
1.	Senior Site Engineer	1	B.E. Civil	10 years Experience, And executed atleast one single work of 10,000 Sq.m in Building Construction.	5 years Experience in similar type of work.

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				.	
2.	Safety Engineer	1	B.E. Civil	5 yrs Exp	Experience in one similar type of work of 25,000 Sq.m
3.	Plumbing and Sanitation Engineer	1	B.E. Civil	5 yrs Exp	Experience in one similar type of work of 25,000 Sq.m
E)	ELECTRICAL CONSULTANT				
1.	Senior Electrical Engineer	1	BE Electrical.	10 yrs Exp.	5 years experience in similar type of works.
2.	HVAC Expert	1	ME/ BE with Specialization in HVAC	10 yrs Exp	3 years experience in similar type of works.
3.	Fire Fighting Expert	1	BE with Specialization in Fire Fighting	10 yrs Exp	3 years experience in similar type of works.
4.	BMS/ HIS Expert	1	Diploma in E & TC, Diploma in IT and Networking Diploma in Animation and Networking	10 years Experience in software and networking	5 years

** Any other specialty agencies as may be required to complete the assignment.

2. **Curriculum Vitae (CV) of Key Professional Staff listed above to be attached duly authenticated.**
3. **The Selection Committee reserves the right to interview and inspect the documents of the key staff enlisted above.**

FORM TECH- 4A

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

[Clause 9.3 Section 2, Instructions to Agencies (ITC), Part I]

1. Proposed Position: _____

2. Name of Staff: _____

3. Date of Birth: _____ (Please furnish proof of age)

4. Nationality : _____

5. Educational Qualification:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Please furnish proof of qualification)

6. Membership of professional societies: _____

7. Publication:

(List of details of major technical reports/papers published in recognized national and international journals)

8. Employment Record:

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For **experience period of specific assignment must be clearly mentioned**, also give client reference, where appropriate).

9. Summary of the CV

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV.)

A. Education:

i) Field of Graduation and Year

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ii) Field of post graduation and year

iii) Any other specific qualification

B) Experience

i) Total experience in Buildings: _____ Yrs

ii) Responsibilities held: _____ Yrs

iii) Relevant Experience: _____ Yrs

C) Permanent Employment with the Firm (Yes/No):

If yes, how many years:

If no, what is the employment:

Arrangement with the firm ?

Certification :

1. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of his assignment on the project.
2. I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself, my qualification and my experience.

Signature of the Candidate _____

Place _____

Date _____

Signature of the Authorized Representative of the firm _____

Place _____

Date _____

Note : Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation

PROJECT SCHEDULING & PLANNING

[Clause 9.3 Section 2, Instructions to Agencies (ITC), Part I]

Project Scheduling & Planning.

The CONSULTANT should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer such as approvals to drawings, Technical sanctions to estimates, approvals to draft tender papers, designs (Electrical, HVAC, MEP, etc.), etc. from Competent authorities of the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

- 1 Indicate all main activities of the Assignment/job including Planning, design, construction, Equipment planning, hospital services, MEP services, ICT services, commissioning and transfer of knowledge/capacity development*
- 2 Duration of activities shall be indicated in the form of a bar chart.*
- 3. Brief description will be given of management systems & tools employed*

SECTION 4

FINANCIAL PROPOSAL - STANDARD FORMS

REQUEST FOR PROPOSAL

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Clause 9.5 Section 2, Instructions to Agencies (ITC), Part I]

[Location, Date]

To:[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide Consultancy Services for existing **Multi - Storied Building (Basement + G + 11) For Sassoon General Hospital, Pune, Dist. Pune** in accordance with your Request for Proposal and our Technical Proposal.

We hereby submit our Financial Proposal for the sum equivalent to [____] per cent (in figure as well as in words) of the estimated project cost indicated in the RFP in ITC 9.7. This is inclusive of all applicable taxes.

We understand that the actual payment under the Contract, to the successful CONSULTANT, shall be made on the basis of the above stated percentage of the estimated project cost or that of the actual project cost, whichever is lower. *payment*
We understood that the the financial offer is fixed sum and no increase

We hereby confirm that the Financial Proposal is unconditional and we acknowledge that any condition attached to Financial Proposal may result in rejection of our Financial Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, as per RFP.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Signature of Authorized Signatory

Name:

Title:

Address:

we will receive no payment for the estimated cost with any increase in the estimated cost for the project.

[Note: The Financial Proposal shall set down the total cost, expressed in percentage terms of the estimated project cost (EPC) given in ITC 9.7, associated with the Assignment/job including costs of the CONSULTANT associated with concept, design, construction, procurement services, commissioning, capacity building etc, given in detail in TOR, and applicable taxes.] *12.9*

SECTION 5

TERMS OF REFERENCE

TERMS OF REFERENCE

Background, Objectives and Detailed Scope of the Assignment

1. BACKGROUND:

- 1.1. The Sassoon General Hospital is the biggest Government Hospital of Western Maharashtra, located in the heart of Pune City catering patients from all over Maharashtra. In the premises of Sassoon General Hospital and BJ Medical College, a new multi - storied building was planned, the Construction of which began in the year 2008. This new building comprises of Basement+ ground + 11 floors of which Basement and Ground floor is reserved for Parking purpose. The total built up area of the building is 29,048 Square Metres. At present (December 2015) the Civil work is nearing completion, with RCC, Plastering, Flooring, dado work being complete. At the same time Sanitary and plumbing work, is in progress. Simultaneously, among the Electrical work, only concealed conduiting and the raiseway work is completed. The building is planned for 600 Beds(including 100 bedded Nursing Home)
- 1.2. As per the Government Resolution dated 21st November 2015 of Medical Education and Drugs department, Consultancy services are to be called for, in order to integrally complete the building. The brief Scope of Consultancy services comprise -overall layout preparation in order to integrate the hospital, which shall also include furniture layout, Electrical layout including all services, Fire - fighting, Water supply and Sewage treatment, Operation theatre layout as per clean - room concept, etc. The detailed scope of which is given below.

2. OBJECTIVES OF THE ASSIGNMENT:

The Consultant shall accommodate and plan / design/ coordinate his activities considering the already constructed (Civil Work) building. In view of these things, the objectives of the assignment in brief are as below -

- (i) Develop the building with modern medical facilities and advanced technology, latest design standards and best operating procedures, leading to accreditation, such as NABH, NABL, and so on;
- (ii) Develop a 100 bedded air - conditioned Nursing home, which can cater those patients, who cannot afford private medical services.
- (iii) Develop a state -of - art Operation theatres which are based on clean room concept as well as modern surgical ICU and paediatric ICU.

- (iv) The facility should fully conform to the norms laid down by the Medical Council of India (MCI).
- (v) Holistic and patient-centric service delivery; effective infection management;
- (vi) Best industry practices leading to accreditation, stipulation of minimum standards & benchmarks;
- (vii) Transparent & international benchmark processes; synergy in procurement, construction, commissioning and optimization of time, cost and quality.

3. SCOPE OF SERVICES OF THE CONSULTANT :

The Consultant will perform the following Services for the Project under this Agreement as described below:

From design, to actual execution, supervision, equipment planning, training and commissioning.

The Consultant will give the Mission and Vision Document to guide all current and future works.

“No separate fee shall be paid to the Consultant for hiring consultancy services if any, for any of the services required for execution of the project.”

3.1 COMPREHENSIVE BUILDING DESIGN SERVICES:

The CONSULTANT shall provide comprehensive services broadly described hereinafter:

3.1.1. Conceptual design stage

The CONSULTANT shall -

- (i) be responsible for developing the Design Brief Details(regarding electrical services, Furniture, Interior, Operation theatres, Medical equipments, Medical gas pipeline, CSSD, Fire fighting, HVAC, LV Systems, HIS, PA System, CCTV Surveillance, BMS, sanitary,ICT, etc.), its arrangement, Area Statement, and detailed specifications, etc.
- (ii) develop a phased roadmap for integration of the whole building.
- (iii) Develop Integral Plan acceptable to Employer/ User department.
- (iv) Interact with Employer/ User Department, modify the concept design, if required, incorporating necessary changes and submit revised/modified design with reference to the requirements given, providing details of useful area, circulation area, services and broad specifications etc.
- (v) Obtain approval of final Concept Plan from Competent Authority.
- (vi) Propose methodology for execution of work having regard to various facilities already operating at site.

- (vii) Steps (i) to (vi) shall be repeated as per requirement and as directed by Engineer In-charge.
- (viii) All concerned experts in all fields (viz. Architectural, Hospital Management, Electrical, HVAC, etc.) shall remain present at every stage during finalisation of conceptual design .

3.1.2. Preliminary Drawings/Design Stage:

The CONSULTANT shall

- (i) Arrange clearance certificates (MPCB/ CPCB/ Environment/ Local Authority, etc.) from the concerned authorities as per requirement. The fee for such clearances will be borne by the Employer.
- (ii) Prepare report on site evaluation.
- (iii) Carry out detailed investigations necessary for facilitating design of various structures/ Services.
- (iv) Conduct detailed survey of the project site by arranging visit to the site.
- (v) Carry out surveys of all existing services in site area.
- (vi) Undertake preliminary planning on the basis of approved concept design and observations of Employer.
- (vii) Prepare and submit preliminary drawings, designs, specifications etc.
- (viii) Suitably modify the preliminary drawings, designs, etc. as discussed with Employer
- (ix) Prepare detail estimates and obtain Technical sanction of Competent authority as per PWD norms based on Pune schedules of rates and get them sanctioned from Competent Authority.
- (x) Submit drawings to local bodies,etc. for clearance and arrange approval. The fee for such clearances will be borne by the Employer.
- (xi) Obtain approval of Competent Authority with regard to various specifications & finishes to be provided in the proposed buildings.
- (xii) Proof checking/ Vetting of Architectural drawings of all buildings shall be got done through CONSULTANT Selection Committee (ITC 13.2).
- (xiii) Obtain the necessary permission from Competent authority / Local authority including fire & fire fighting, arrange water supply connection, Drainage connection, Electrical Connection, and other necessary approvals, NOC's and permissions required for the Project at any stage of the project. The fee for such clearances shall be by the Employer.
- (xiv) Steps (i) to (xiii) shall be repeated as per requirement and as directed by Engineer in-charge.

3.1.3. Detailed Design Stage

The CONSULTANT shall

- (i) Carry out detailed investigations necessary for facilitating design of various structures.
- (ii) Prepare detailed Architectural drawings (regarding electrical services, Furniture, Interior, Operation theatres, Medical equipments, Medical gas pipeline, CSSD, Fire fighting, HVAC, LV Systems, HIS, PA System, CCTV Surveillance, BMS, sanitary, etc.), including drawings showing details of all utilities and internal & external services, specifications after incorporating all revision with integration of all services.
- (iii) Prepare complete Architectural (regarding electrical services, Furniture, Interior, Operation theatres, Medical equipments, Medical gas pipeline, CSSD, Fire fighting, HVAC, LV Systems, HIS, Public Address System, CCTV Surveillance, electronic digital display of on duty doctors and staff BMS, sanitary, etc.), and services design & drawings, working details, schedules, specifications including HVAC system, sanitary and plumbing details, Medical gas system, BMS, CSSD, kitchen system and catering, Housekeeping, Laundry System, communication and networking plan, Data storage and analysis research, wi-fi, internet at specific stations, call system, fire detection, Fire protection and fighting systems, water supply and sewerage details, Solid waste water management (SWM), including Bio-medical waste management, Incinerators, Detailed Furniture layout for all units and its specification, Medical equipment layout plan and details, Electrical layout and details, integration of all systems and services, Specialist services like audio- video, IT and Intelligent Management system, Operating Workflows and systems, Security system, schedule of finishes, bill of quantities as per PWD Schedule of rates to describe the whole project adequately and get them approved from Competent Authorities and from all the local bodies, etc. The CONSULTANT will provide 10 sets of drawings to the employer.

3.1.4.

- (i) The fee to be paid to the CONSULTANT will be as per Annexure 3.
- (ii) The CONSULTANT shall give a plan indicating the personnel to be involved in clause 3.1 above.

3.2. BID PROCESS MANAGEMENT

- (i) Assisting Engineer- in – charge to decide post- qualification criteria of contractors.
- (ii) Preparation of tender documents including specifications and bill of quantities, drawings

etc. and get approvals to them from Competent Authorities.

- (iii) The Engineer-in-charge will invite the tenders in standard B1 format of percentage rate tender through wide publicity in national level newspapers ensuring competitiveness in addition to placing Tender on the website
- (iv) The Competent Authority of Employer shall hold pre-tender meeting in a pre-determined manner and offer clarifications, if any, sought by the tenderers. The clarifications relating to the RFP shall be drawn up by the Engineer-in-charge with the help of CONSULTANT and, the same shall be issued to the intending tenderers with due approval from Competent Authority. The clarifications issued shall form a part of the main Contract document for the work.
- (v) The Competent Authority of Employer shall receive and open the tenders in the pre-determined manner, on the appointed date and time, in the presence of other intending tenderers. The Engineer-in-charge shall thereafter issue Letter of Acceptance to the selected Contractor(s) and take further necessary actions in accordance with the tender conditions.
- (vi) It shall be the duty and responsibility of the Competent Authority regarding acceptance or rejection of the tenders received. The Competent Authority shall have absolute right to accept or reject any or all tenders without assigning any reason whatsoever and the decision of the Competent Authority shall be final and binding on all the parties.
- (vii) The Engineer-in-charge shall execute the Contract with the successful tenderers through Executive Engineer, Public Works East Division, Pune in the format prescribed in the tender document on a stamp paper of appropriate denomination.
- (viii) The Government/ Employer in its sole discretion, at this stage, may augment/ diminish the Scope of work or cause to take some part of the Project in later stage.
- (ix) The Government/ Employer in its sole discretion, shall get the Project completed and/ or services delivered through different Consultant/ Agency from this stage onwards i.e., from the stage of preparation of Draft Tender Papers (DTP).

3.3. EXECUTION STAGE ACTIVITIES

3.3.1. Execution & Commissioning

CONSULTANT through Engineer-in-charge shall be responsible for executing and commissioning the work and shall be responsible for getting the work done as per approved designs. Towards this the Engineer-in-charge shall engage various contractors and suppliers and enter into Project Contracts with such contractors and suppliers. The CONSULTANT shall be responsible to assist Engineer-in-charge for the soft commissioning, shakedown, final commissioning and hand over of the facility in functional order/condition to the Employer.

3.3.2. Supervision

- (i) Carry out checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings,
- (ii) Initiate advance actions for handing over of site and / or issue of drawings with the help of Engineer-in-charge.
- (iii) Lay down a proper quality assurance system and ensure conformity to the same by the Contractor, including deputing an exclusive quality control / quality assurance engineer at site of work for all engineering and construction activities
- (iv) Review Contractor's work programme, suggest modifications, if any, and approve the work programme after a careful study keeping in view the overall interest of the project.
- (v) Review and approve the construction methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
- (vi) Regular monitoring of the installations, personnel etc. and ensure the adequacy in accordance with the terms and conditions of the Contract.
- (vii) Direct the Contractor to carry out all such works or to take necessary actions as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Engineer-in-charge thereof as soon thereafter as is reasonably practicable, including deployment of a safety engineer.
- (viii) Interpretation of the technical specifications and Contract documents, wherever required.
- (xi) Inspect the works on substantial completion before taking over and indicate to Engineer-in-charge any outstanding work to be carried out by the Contractor.
- (xii) Assist Engineer-in-charge To carry out all functions of as stipulated in the Contract(s) executed with the Contractor(s) or any other CONSULTANT engaged for the execution of the Project.
- (xiii) Represent the interest of the Employer, in all matters related to the construction Contract and the proper execution thereof.

- (xiv) The CONSULTANT shall develop a project schedule, project budget and cash flow statement as soon as major project requirements have been identified, and update periodically.
- (xv) The Employer shall have the right to get the inspection of the work executed through his representatives for quantity and quality check.

3.3.3. Progress of Works

- (i) Systematically check the progress of the works and order the initiation of the work which is part of the Contract.
- (ii) CONSULTANT shall take corrective measures with respect to items executed in non-conformity to the standards as laid down in this document.
- (iii) Maintain an up-to-date status of all construction activities against the original schedule for completion of works.
- (iv) Investigate and assist Employer to and initiate early actions with regard to the delays in the execution of works. CONSULTANT shall explain in the monthly progress and special reports the reasons for delays and explain the actions to be taken / already taken to correct the situation. All reports prepared by the CONSULTANT shall be objective and shall substantiate any event / recommendation with factual data and information. The Progress Reports shall contain the pertinent data indicating the comparison between the projected and the actual work done.
- (v) Submit method statement of the work indicating timelines for award of various sub works.

3.3.4. Measurement of works and Payment

- a. Measurement of works shall be made online (e - mb) and payment will be as per PWD Norms
- b. Scrutinize and recommend suitable action on the claims raised by the Contractor, if any,
- c. Assist Engineer-in-charge in dealing with matters relating to the audit queries and CTE paras.
- d. Prepare and submit a detailed statement of closure report of the Project on its completion.

3.4. COMPLETION CERTIFICATE

- (i) CONSULTANT will prepare and recommend the Completion Certificate to the Engineer-in-charge on completion of the Project in accordance with the Contract, after due approvals from Competent Authorities.

- (ii) CONSULTANT shall submit and procure completion plans to local bodies like Municipal Corporation/ Fire/ MPCB/ CPCB, etc. for obtaining completion certificate. Similarly, fitness certificates for operating Lifts / Escalator shall be obtained by CONSULTANT.

3.5. MAINTENANCE SCHEDULE:

- (i) CONSULTANT will assist Director DMER to ensure AMC/CMC for all equipment and machinery deployed.
- (ii) Final measurement sheets shall be prepared for all building works for carrying up maintenance work.
- (iii) CONSULTANT shall assist Engineer- in-charge for taking necessary steps for rectification of defects, if any, during the defects liability period, in accordance with the Contract.

3.6. PROCUREMENT OF EQUIPMENTS & ICT SERVICES

- (i) Hospital Planner should develop Medical equipment Plan, help plan the Information system, help identify a vendor and then guide and monitor implementation.
- (ii) Need assessment of medical/Information & Communication Technology (ICT) equipment; Equipment planning and assist Director DMER
- (iii) for preparation of Procurement Plan;
- (iv) Review of technical specifications; Pre-qualification (as applicable)
- (v) Assist Director DMER(Directorate of Medical Education and Research) in Pre-bid meetings; Solicitation; Opening of Bids; Evaluation of Proposals
- (vi) Assist Director DMER for award of work; issue of contracts/purchase orders
- (vii) QC standards verification/inspection where necessary
- (viii) Assist Director DMER in Placing purchase order; pre-dispatch inspection and shipment
- (ix) Delivery to consignees; liquidated damages on account of delayed deliveries
- (x) Post delivery/installation inspection; inspection by independent/accredited agencies
- (xi) Installation, user training, commissioning in sync with building construction
- (xii) Contract management, enforcement of warranty and CMC services
- (xiii) Hand-holding in initial procurement & management of basic/essential services

3.7. MONITORING & REPORTING

- (i) The CONSULTANT shall employ modern/latest tools for effective monitoring of the

- entire project at all stages.
- (ii) The CONSULTANT will provide regular reports to the Engineer-in-charge on physical and financial progress of the project and such other aspect and in the format required by Employer.
 - (iii) The CONSULTANT will develop suitable systems, processes and management systems for operating all facilities to the desired standards.
 - (iv) The CONSULTANT through its concerned Personnel shall interact with Engineer-in-Charge/ Deputy Engineer during their visit to the Project Site. A register shall be maintained for the same.
 - (v) The CONSULTANT including its concerned staff shall be present for the Monthly/ Weekly meeting (or any other meeting with regards to the Project), held on the Site/ Head Office/ any Venue as decided by the Employer/ Engineer- in- Charge. The CONSULTANT shall submit a report of the said meeting to the Engineer- in- Charge, clearly mentioning the actions taken on the instructions given by the Employer/ Engineer-in- Charge/ or any representative of the Engineer- in- Charge.
 - (vi) The Employer/ Engineer- in- Charge may at any time, call to be present any Personnel from the CONSULTANT on the Site/ Head Office/ any Venue as decided by the Employer/ Engineer- in- Charge, as and when required with prior communication.

3.8 DEFECT LIABILITY PERIOD:

The Defect Liability Period shall be a period of 24 Months after completion of Project with all services.

3.9 SERVICES DURING DEFECT LIABILITY PERIOD

a) During the First 6 Months after completion:

- (i) The CONSULTANT will act as a facilitator and a liaisoning agent in providing the necessary services as per requirement and fully resolve the issues raised by the user department with respect to the Project.
- (ii) The CONSULTANT shall establish a team to provide the above services. They should possess in it Electrical and Medical Equipment expert, Plumbing expert, and any other Expert Personnel as and when required.
- (iii) The CONSULTANT's shall participate in the joint inspection of the work which shall be carried out every month by the Employer's and the contractor's representatives. After the inspections the Consultants shall submit a report (in six copies) to Engineer-In-Charge detailing the defects noticed and the remedial measures to be taken by the Contractor.

b) From 6th Month to the First year after completion:

The CONSULTANT shall participate in the joint inspection of the work which shall be carried out every month by the Employer's and the contractor's representatives. After the inspections the Consultants shall submit a report (in six copies) to Engineer-In-Charge detailing the defects noticed and the remedial measures to be taken by the Contractor.

(c) During the second and remaining period after completion:

Services as detailed above shall be provided by the Consultants, the frequency of inspections shall be done every Three months.

3.11 REPORTS DURING SUPERVISION OF CONTRACT:

The Consultant will submit to the Engineer- in- charge the following reports:

- a) The Consultant would give detailed program of completion of each of the activity for which the Consultant is responsible. The program may be prepared in the form of Bar charts (CPM / PERT charts or any latest technique) which can be updated with the help of available computer packages.
- b) Monthly Progress report due within the 5th day of each calendar month.
- c) Minutes of regular management meeting with contractor.
- d) Quarterly progress report (QPR), providing details of progress of project components and, by contract and in aggregate, of physical and financial Progress of works. The QPR's will also provide detailed information on the status of application for reimbursement and of disbursement of the loan proceeds and a critical assessment and discussion of issues.
- e) A Completion report, two months ahead of the actual end of the assignment, in the scope and format required by the Employer as follows:
 1. Final Report in hardbound copies.
 2. All working drawings prepared in the four Chapters with tracing down.
 3. Important data stored in computer diskette / CD/VCD/Hard Drive.
 4. Quality Control Test Reports, Statistical Analysis of the Q.C. test carried with standard deviations whenever relevant.
 5. Any other report dealing with the services as requested by the Employer.

4. DELIVERABLES AND TIMELINES:

Stage	Duration
Preliminary Drawing/ Design [Detailed Design to proceed concurrently] and approval from Competent Authorities.	3 months
Bid Process Management	3 months
Execution, Procurement of Medical Equipments, and Training and Capacity Building [Processes to run concurrently to the extent feasible]	18 months
Defect Liability Period	24 months
Total	48 months

ANNEXURE

**STANDARD FORMS
OF CONTRACT**

***CONSULTING
SERVICES***

**CONTRACT AGREEMENT FOR PROVIDING
CONSULTANCY SERVICES FOR EXISTING
MULTI - STOREY BUILDING (BASEMENT+ G+ 11)
FOR SASSOON GENERAL HOSPITAL, PUNE,
DIST. PUNE (MAHARASHTRA)**

between

[name of the Employer]

and

[name of the CONSULTANT]

Dated:

REQUEST FOR PROPOSAL

This agreement (“Contract”) is entered into on this day the ____ day of ____, 2015

Between Governor of Maharashtra acting through the Executive Engineer, Public Works East Division, Pune, (hereinafter referred to as “Employer” which expression shall unless repugnant to the context or meaning hereof mean and include its successors or assign) of the First Part; and

_____, having its registered office at _____, acting through its authorized representative (hereinafter referred to as “CONSULTANT” which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns), of the Second Part;

Individually referred to as “the Party” and collectively referred to as “Parties”.

WHEREAS

- (a) the CONSULTANT, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Request for Proposal dated issued by the Employer ;
- (b) the “Employer” has accepted the offer of the CONSULTANT to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER

Article 1 Definitions

1.1 Definitions

The following terms shall have the meanings hereby assigned to them for the purposes of this Agreement unless defined otherwise:

“**Approval**” shall mean written or verbal instructions, directions and consent provided by Competent authorities of Employer from time-to-time relating to the Project.

“**Agreement**” or “**Contract**” shall means this agreement including the Annexure hereto and any amendments made thereto in accordance with the provisions contained in this agreement.

“**Consortium**” shall mean the consortium led by the CONSULTANT during the RFP process.

“**Contractor**” means any CONSULTANT or agencies appointed by Engineer-in-charge for carrying out construction of or supply for the Project.

“**Core Group**” means the group constituted by Employer comprising senior officials of associated departments / agencies for discussions and providing prompt clearances for utility

diversion / traffic diversion Proposals and also day to day administrative decisions, for smooth execution of the Project.

“Detailed Estimated Cost” shall mean the cost estimate based on the detailed design drawings.

“Employer” means the Chief Engineer Public Works Region Pune.

“Engineer-in-charge” shall mean representative of Public Works Department for Government of Maharashtra. He is the Executive Engineer Pune Public Works Division, Pune or any equivalent Officer appointed by the Employer.

“Superintending Engineer” means the Superintending Engineer, Public Works Circle, Pune.

“Executive Engineer” means the Executive Engineer, Pune Public Works Division, Pune.

‘Liquidated Damages (LD)’: to settle the issue of payment in case of default or otherwise on account of termination of the project.

“Month” shall mean calendar month.

“Project” shall mean Providing Consultancy Services from providing consultancy services for existing Multi - Storey Building (Basement + G+ 11) For Sassoon General Hospital, Pune, Dist. Pune (Maharashtra).

„Project Contract“ shall mean any/all contract(s) to be entered into by the CONSULTANT with the Contractors.

“Site” shall mean the land and other areas required for execution of the Project.

‘Lead Partner’: shall mean the member of the consortium duly nominated/authorized by all members of that consortium as a lead partner.

Article 2: Scope of Services

- 2.1 Subject to the provisions of this Contract, CONSULTANT shall be responsible for discharging the Scope of Services set out in **Annexure 1**.

Article 3: Obligations of CONSULTANT

3.1 Standard of Performance

The CONSULTANT shall perform its services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall always observe sound management practices. It shall cause to be employed appropriate advanced technology and safe and effective equipment, machinery, materials and methods in connection with the Project at all stages of the Project. The

CONSULTANT further covenants with Employer to furnish its best skill, care, diligence, and judgment in the rendition of all services under this Agreement which shall be no less than that exercised by a CONSULTANT of good reputation performing work for projects of a size, scope and complexity similar to the Project and to further the interest of Employer at all times through efficient business administration, management and construction management services.

3.2 Standard of Care

CONSULTANT acknowledges the relationship of trust and confidence established between the CONSULTANT and Employer by this Agreement. Accordingly, the CONSULTANT's acts shall be consistent with this relationship. The CONSULTANT shall always act, in respect of any matter relating to this Agreement, as an honest and faithful adviser to Employer. The CONSULTANT shall at all times support and safeguard Employer's legitimate interests in any dealings with the Contractor or other third parties.

3.3 Personnel, Sub-Agencies and Consortium Members

- 3.3.1 The CONSULTANT shall employ such qualified and experienced personnel as are required to perform its services hereunder in a proper, effective and timely manner. The CONSULTANT shall employ, in connection with the Project, only such personnel as are acceptable to Employer. If required, the CONSULTANT shall submit to Employer for written approval the biographical data of all such personnel. If Employer does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data, such personnel shall be deemed to have been approved by Employer. The CONSULTANT shall make changes in its personnel only with the advance, written permission of Employer which shall not be unreasonably withheld. Employer may require the CONSULTANT to remove from the work/Project any of its approved personnel to which Employer develops a reasonable objection and thereupon the CONSULTANT shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to Employer, such replaced person to be inducted only after written approval by Employer. If Employer (i) finds that any of the CONSULTANT's personnel has committed serious misconduct or has been charged with having committed any criminal act, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the CONSULTANT shall, at Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to Employer.
- 3.3.2 The CONSULTANT shall employ only such sub-agencies that have been named and identified in its proposal submitted in response to RFP. The CONSULTANT shall not change its sub-agencies or Consortium Member who were evaluated during the RFP process. The engagement of any Sub-Consultant by the CONSULTANT shall not relieve the CONSULTANT of any of its obligations under this Agreement.

3.4 Adherence to Law

The CONSULTANT shall perform the work/services under this Agreement in accordance with the applicable laws, bye-laws, rules, regulations, etc and shall also ensure that any sub-agencies, as well as any personnel of the CONSULTANT and/or sub-agencies and agents, comply with the applicable laws, bye-laws, rules, regulations etc. However, this shall not be deemed to be waiver of the immunity and privileges accorded to agencies/bodies/entities of the United Nations under the laws of the Union of India and international covenants and conventions.

3.5 CONSULTANT Not to Benefit from Commissions Discounts, Etc.

The remuneration of the CONSULTANT pursuant to Article 5 of this Agreement shall constitute the CONSULTANT's sole remuneration in connection with this Agreement and the Project. The CONSULTANT shall not accept for its own benefit any trade commission, discount or similar payment in the discharge of its obligations hereunder and the CONSULTANT shall ensure that its personnel, agents, sub-agencies, etc. similarly shall not receive any such additional remuneration. The CONSULTANT shall at all times perform its responsibilities hereunder in the best interest of Employer. Any discounts or commissions obtained by the CONSULTANT in exercise of its responsibilities hereunder, whether from sub-agencies, Contractor or any third parties shall be to the account of Employer.

3.6 Liability and Insurance:

3.6.1 Liability of the Consultant:

- a) The Consultant shall only be liable to pay compensation to the Employer arising out of or in connection with the Agreement if a breach of **Articles 3.1, 3.2, 3.3, 3.4, 3.5** above is established against him.
- b) **Compensation:** If it is considered that the Consultant is liable to the Employer, compensation shall be payable only on the following terms:
 - i. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise.
 - ii. In any event, the amount of such compensation will be limited to the amount specified in Clause 3.6.1(d) below.
 - iii. If Consultant is considered to be liable with third party, the compensation payable by him shall be to liability, which is attributable to his breach.
- c) **Duration of Liability:** The Consultant shall be considered liable for any loss or damage resulting from any occurrence if a claim is formally made on him before the expiry of the period which will be reckoned from the date of work order to the completion of defect liability period or the claims / court cases are settled whichever is later.

- d) **Limit of Compensation (Limitation of the Consultant's liability towards the Employer):**
- A) In case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the services, the Consultants with respect to damage caused by the Consultants to the Employer's property, shall be liable to the Employer for any direct or consequential loss or damage to the extent as below:
- a) 20% of the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or
 - b) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (a) or (b) is higher.
- B) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the services.

3.6.2 Insurance and other liabilities to be taken out by the CONSULTANT :

The CONSULTANT shall:

- (i) Take out and maintain, and shall cause any Sub- Consultant to take out and maintain at their (or the sub-CONSULTANT's as the case may be) own cost insurance against the risks, and for the coverage, as specified in (a) to (c) below:
 - (a) Third party motor vehicle liability insurance as required under Motor Vehicle Act 1988 in respect of motor vehicles operated in India by the CONSULTANT or its personnel or any sub CONSULTANT or its personnel for the period of this Agreement;
 - (b) Engineer-in-charge's liability and worker's compensation insurance in respect of the personnel of the CONSULTANT and of any sub CONSULTANT, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health accident, travel or other insurance as may be deemed appropriate by CONSULTANT; and
 - (c) Insurance against other risks that CONSULTANT may consider reasonably appropriate.
- (ii) At Engineer-in-charge request, provide evidence to Engineer-in-charge showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.
- (iii) The employers shall not have any liability in case of litigation /loss or damage to any worker(s) employed by the CONSULTANT or contractor during the execution of the

project.

3.7 Inspection

The CONSULTANT shall:

- (i) Keep accurate and systematic records in respect of the services rendered by it hereunder, in accordance with accepted principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof; and
- (ii) Permit Employer or its designated representative periodically, and up-to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by representatives appointed by Employer.

3.8 Reporting Obligations

The CONSULTANT shall submit to Engineer-in-charge in connection with the Project such information, reports and documents in such form, numbers and within the time period as Engineer-in-charge may reasonably require.

3.9 Copyright: Documents prepared by the CONSULTANT shall be the property of Employer.

All plans, drawings, specifications, designs, reports, data and documents, etc. prepared by or through the CONSULTANT for Employer under this Agreement shall be intellectual property of Employer and shall not be reproduced/ reused by CONSULTANT without prior permission of Employer. The CONSULTANT shall, upon termination or expiration of this Agreement, deliver all such plans, drawings, specifications, designs, reports, data and documents, etc. to Engineer-in-charge, together with a detailed inventory thereof.

- 3.10 CONSULTANT will assist Engineer-in-charge to conduct the tender process (including but not limited to preparation of tender documents, approval from competent authorities, setting out post-qualification criteria, invite tenders, evaluate Proposals received). Based on work requirements, Engineer-in-charge may decide to split the entire work in to more than one package.
- 3.11 Engineer-in-charge shall provide necessary assistance to CONSULTANT in preparation and submission of necessary applications with details and in making representations before the appropriate authorities for obtaining the necessary approvals / clearances for the Project.
- 3.12 Assist Engineer-in-charge to take all necessary decisions as per the provisions of the Project Contract including approval of any variation / deviation / extra item of work / change in scope of work/ extension of time / price adjustment etc. for the smooth implementation of the project. However, any variation beyond 25% for any individual item of bill of quantities and beyond **10 %** variation of the Project Contract value shall be referred to the Competent Authority for written approval.

- 3.13 Engineer-in-charge may undertake its obligations either on its own or may appoint any other agencies for the discharge of its obligations. However, appointment of any other agencies shall not relieve the CONSULTANT of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.
- 3.14 Assist Engineer-in-charge to Issue letter of award and to sign Project Contract with the Contractor.
- 3.15 Scrutinise and recommend Engineer-in-charge to Approve the concept drawings including other submissions
- 3.16 On completion of the said works, CONSULTANT will hand over the said works to Engineer-in-charge. For this purpose all documents required in the form of completion plans, services etc. shall be finalized/ prepared by CONSULTANT and handed over to Engineer-in-charge.
- 3.17 Any dispute arising out of the operation of the Project Contract(s) for the subject work will be subject to arbitration as provided for in the Project Contract with the Contractor. CONSULTANT will assist Engineer-in-charge defend the arbitration proceedings as best as it can and challenge the same before court. For disputes attributable to CONSULTANT no payment towards litigation expenses shall be made by Employer.
- 3.18 **Liquidated Damages**
- (i) The CONSULTANT shall be liable to pay as liquidated damages 0.25% of the fee of applicable services for delay of each week or part thereof in completing the same with respect to its stipulated schedule.
 - (ii) Notwithstanding anything to the contrary contained herein, in case, the CONSULTANT fails to successfully implement the project as per the provisions of the agreement, employer shall have the right and be entitled to recover a sum equal to 10% of the Contract Value (as specified in Annexure-3, Part A), as liquidated damages from the CONSULTANT. The Parties agree that this is a genuine pre-estimated loss that employer would suffer, in terms of loss of reputation, goodwill and faith and disruption in services to citizens, on account of the CONSULTANT's failure to successfully implement the project. The liquidated damages shall be in addition to other remedies available to Engineer-in-charge under the agreement and applicable laws, including forfeiture of consultancy fee.

Article 4: Obligations of Employer

Engineer-in-charge agrees to provide all the requisite support to CONSULTANT to enable carrying out the activities listed under the Scope of Services. Such support by Engineer-in-charge will include

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sharing of all the information, records, data, reports, all drawings of existing structure and utilities etc. prepared either by Engineer-in-charge, itself or through other Agencies/ advisors on the Project, any other information about the Project relevant to the work being carried out under this Agreement, assigning of any Employer manpower resources, whenever and wherever required and obtain/accord the necessary decisions and approvals to enable expeditious execution of the Scope of Services.

- 4.2 Handover the Project Site free from encumbrances including but not limited to have the Site vacated from the users / allottees / lessee and other encroachments if any and arrange their relocation etc. as required for implementation of the Project.
- 4.3 For undertaking various surveys and studies, Employer shall provide peaceful access to the Project Site and other facilities, etc. which may be necessary for carrying out the Scope of Services.
- 4.4 Employer shall constitute a Core Group comprising senior officials of associated departments/agencies for discussions and providing prompt clearances for utility diversion / traffic diversion Proposals and also day to day administrative decisions for smooth progress of works.
- 4.5 Designate a representative, who shall be fully acquainted with the Project and has authority to communicate approvals of Project Construction Budgets, changes in the Project, render decisions promptly consistent with Project Schedule and furnish information expeditiously.
- 4.6 Issue all appropriate necessary request/letter/ instructions for effective and prompt sanctions, approvals, permissions and other act, as may be required, by officials, agents and representatives of the respective Government departments for the implementation of the Project.
- 4.7 CONSULTANT shall scrutinize bills after due verification of measurements by Junior Engineer, Deputy Engineer and Engineer-in-charge and recommend Engineer-in-charge for further payment.
- 4.8 The CONSULTANT shall be the first respondent to the Contractor(s) and any other CONSULTANT(ies) in any dispute/arbitration. The expenditure incurred by CONSULTANT in defending the arbitration / litigation cases shall be paid by the Employer

Article 5: Fees for Services & Payment of taxes etc.

- 5.1 In lieu of the Services rendered hereunder, Engineer-in-charge shall pay the mutually agreed fees to the CONSULTANT, as set out in **Annexure 3** (“CONSULTANT’s Remuneration”).
- 5.2 Engineer-in-charge shall pay due remuneration to CONSULTANT
- 5.3 All the applicable taxes shall be by the CONSULTANT as per law *unless otherwise specified*.
- 5.4 All out of pocket expenses such as travel expenses/commissions etc. shall be by the

CONSULTANT.

- 5.5 Payment shall be made to lead partner of the consortium after *due* verification by the employer Engineer-in-charge after deduction of taxes as applicable.

Article 6: Effectiveness, Commencement, Expiry and Termination of the Agreement.

- 6.1 The CONSULTANT shall make all reasonable efforts to have the Project implemented within time period of 24 (twenty four) months from the date of issue of work order or the date on which the site is made available to CONSULTANT free from all encumbrances, whichever is later. However, the CONSULTANT shall not be held responsible for any delay in construction/implementation of the Project, for reasons not exclusively attributable to the CONSULTANT.
- 6.2 The services of Consultant shall be available till the completion of defect liability period or the claims / court cases are settled whichever is later.
- 6.3 The Consultant will maintain the record of work till completion of the defect liability period and or till the claims and court matters pertaining to the work are settled, whichever is later.
- 6.4 The Consultant will also submit the certificate regarding satisfactory completion of the work before the final bill is paid by the Engineer-in- Charge..
- 6.5 If the CONSULTANT fails to perform any of its obligations under this Contract, including carrying out of the Services, notice of suspension specifying (i) the nature of the failure and (ii) instructing the CONSULTANT to remedy such failure/s within the period not exceeding thirty (30) days shall be issued by the Employer. If CONSULTANT fails to comply the instructions given as above Employer shall, suspend all payments to the CONSULTANT.
- 6.6 CONSULTANT shall fulfill its obligations in accordance with this Agreement. Any unexcused delay by the CONSULTANT in the performance of its obligations under this Agreement shall render the CONSULTANT liable to Termination of the Agreement;

Provided that the Employer may terminate this Agreement by giving written notice to the CONSULTANT of such intended termination and specifying the effective date thereof, at least (30) thirty days before the effective date of such termination; provided, however, that the CONSULTANT may correct/remedy or commence to correct/remedy its alleged default at any time prior to the proposed date of termination, in which event, the Termination Notice may be withdrawn by Engineer-in-charge if it is satisfied by the pace of work or correction of defects. If the Agreement is terminated by Engineer-in-charge for cause as provided herein, the CONSULTANT shall be paid for the services rendered till the effective date of termination and thereafter receive no further compensation.

- 6.7 The CONSULTANT shall submit a calendar/work chart for execution of the project in the DPR for approval by the Engineer-in-charge (Govt. of Maharashtra).

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- 6.8 Notwithstanding anything to the contrary contained herein, upon Termination of this agreement due to an CONSULTANT's Event of Default, Engineer-in-charge shall have a right to get the project completed and/or services delivered thorough a third party, at the risk and cost of the CONSULTANT. In such a case Engineer-in-charge shall retender for the remaining areas/services and the CONSULTANT shall be liable to the employer for any excess costs for such similar services, if any.
- 6.9 The Employer may, by not less than (30) days written notice of termination to the Consultants, such notice to be given after the occurrence of any of the events specified in the paragraphs (a) through (f) of this Clause 6.9 terminate this Contract.
- a) If the CONSULTANT fail to remedy a failure in the performance of their obligations hereunder, within thirty days(30) of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
 - b) If the CONSULTANT become (or, if the CONSULTANT consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - c) If the CONSULTANT fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Article 7 below hereof;
 - d) If the CONSULTANT submit to the Employer a statement which has a material effect on the rights, obligations or interest of the Employer and which the CONSULTANT know to be false;
 - e) If, as the result of Force Majeure pursuant to Article 12 below hereof, the CONSULTANT are unable to perform a material portion of the Services for a period of a not less than sixty (60) days;
 - f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

The CONSULTANT shall be paid for the services rendered till the effective date of termination and thereafter receive no further compensation.

Article 7: Dispute Resolution

- 7.1 In the event of any dispute of whatever nature howsoever arising under or out of or in relation to this Agreement that cannot be mutually resolved by the parties within 30 (thirty) days of service of written notice by one party to the other clearly setting out the dispute in question, the same shall be first settled at the level of Superintending Engineer, Public Works Circle, Pune. Except where otherwise specified in the contract and subject to the powers delegated to him by

Government under the code, rules, etc. then in the force, the decision of the Superintending Engineer Public Works Circle, Pune for the time being shall be final conclusive and binding on the CONSULTANT upon all questions relating to the meaning of the conditions in the Proposal/ Contract, or as to any other question, claim, right, matter or thing whatsoever, if any way arising out of , or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of work, or after the completion or abandonment thereof. The CONSULTANT may within thirty days of receipt by him of any order (with respect to the dispute) passed by the Superintending Engineer of the Circle as aforesaid appeal against it to the Chief Engineer, Public Works Region, Pune. If the CONSULTANT is not satisfied with the order passed by the Chief Engineer as aforesaid, the dispute shall be settled by way of arbitration proceedings to be conducted by a officer of the rank of Retired Secretary or above or by an equivalent Officer to be appointed by the Employer. The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996, or any subsequent enactment or amendment thereto. Award of the arbitral tribunal shall be final and binding on both the parties. The venue of the arbitration shall be only at Pune. The language of the arbitration and the award shall be English. Subject to the foregoing, the Parties agree to subject themselves to the jurisdiction of competent courts at Pune alone to try and adjudicate upon any matter concerning this Agreement. However, any award passed in pursuance of the arbitration proceedings may be executed by the Hon. High court of judicature of Bombay.

- 7.2 It is expressly agreed that the CONSULTANT (including its sub- Agencies, contractors, agents, etc.) shall continue to perform the services uninterruptedly pending the resolution of any dispute between the Employer and CONSULTANT, timely and satisfactory completion of the Project being of the essence of this Agreement. The submission to arbitration of any dispute arising during construction shall not delay or otherwise affect the continuing performance of the work by the CONSULTANT.

Article 8: Exclusions, Waiver and Amendments, etc.

- 8.1 Nothing contained in this Agreement shall prevent CONSULTANT to pursue their interests in other states as well as in Maharashtra and, for that purpose to enter into other partnerships and / or agreements for specific projects provided such partnerships and / or specific projects are not in conflict with the Project.
- 8.2 Failure by any Party to enforce, at any time, any provision of the Agreement shall not be construed as a waiver of its right to enforcement of the breach of such provision or any other provision of the Agreement, or as a waiver of any continuing, succeeding or subsequent breach of any such provision or other provision of the Agreement or as a waiver of any right under the Agreement.

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- 8.3 No amendments, modifications, or alterations of or any additions to the terms and conditions of this Agreement shall be valid unless the same is in writing and agreed to by the Parties.
- 8.4 This Agreement may be executed in two originals, each of which when executed and delivered shall constitute an original of this Agreement.
- 8.5 Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold oneself out as an agent for the other Party, except with the express prior written consent of the other Party or as provided herein.
- 8.6 Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.
- 8.7 Each of the rights of the Parties hereto under this Agreement are independent, cumulative, and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

Article 9: Confidentiality

- 9.1 Neither Party shall disclose to anyone not a party to this Agreement any confidential or proprietary information as to the other Party's business affairs which may come to its knowledge by reason of this Agreement, including without limitation, financial, technology and business information, trade secrets, any structuring or tax structuring advice provided by CONSULTANT and know-how (collectively, the "Confidential Information") and both Parties undertake to treat all Confidential Information as strictly confidential unless it has become part of the public domain or is required to be disclosed as mandated by applicable law, regulation, legal process or regulatory authority. The obligation herein stated shall survive the Termination of this Agreement.

Article 10: Non Assignability

- 10.1 Subject to the provisions of this Agreement, this Agreement is personal to the CONSULTANT and shall not be capable of Assignment, except with the prior written consent of Engineer-in-charge The Assignment rights of the CONSULTANT shall be subject to the transferee agreeing to be bound by the terms of this Agreement and executing a deed of adherence.

Article 11: Governing Law

- 11.1 Subject to the provisions of Article 7, this Agreement shall be governed and construed in

accordance with the laws of India and the Parties hereby submit to the exclusive jurisdiction of the Courts at Pune.

Article 12: Force Majeure

- 12.1 Force Majeure means acts of God (including, but not limited to natural disaster, fire, thunder, lightning, explosion, earthquake, storm, typhoon, tornado, drought, tidal wave and flood) terrorist attacks or war (whether declared or not), invasion or an act of foreign enemy or any judgment or order of any court of competent jurisdiction or statutory Authority whereby a Party is prevented from complying with its obligations under this Agreement. The period of compliance with its obligations under this Agreement by the Party affected by the Force Majeure event shall be extended on a day for day basis for the period during which the Force Majeure event continues.
- 12.2 In the event of a Party (affected Party) not being able to perform its obligations pursuant to this Agreement as a result of a Force Majeure event, such affected Party shall give notice ("Force Majeure Notice") to the other Party, as provided in Article 12, of any such Force Majeure event as soon as reasonably practicable but not later than seven days after the date on which the affected Party knew or should have reasonably known the commencement of the Force Majeure event.
- 12.3 If the affected Party has taken all necessary steps towards mitigating the effect of a Force Majeure event, then:
1. the obligations of the affected Party shall be suspended to the extent that they are affected by the Force Majeure event so long as the Force Majeure event continues;
 2. to the extent the performance of the obligations of the affected Party is affected by the Force Majeure event, the time period for the performance of the obligations of the affected Party shall be extended by a similar time period on a day to day basis.
- 12.4 Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultant or agent or employees or, which a diligent Party could reasonably have been expected to:
- (i) Take into account at the time of the conclusion of this Agreement and/or;
 - (ii) Avoid or overcome in the carrying out of its obligations hereunder.

ARTICLE 13: Representations and Warranties

13.1 Representations and Warranties

Both the Parties to this Agreement represent and warrant to each other that:

- (i) The Party is duly organized, validly existing and in good standing under the laws of India;
- (ii) The Party has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (iii) The Party has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (iv) This Agreement constitutes the Party's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (v) There are no actions, suits, proceedings, or investigations pending or, to the Party's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Party under this Agreement or which individually or in the aggregate may result in any material adverse effect;
- (vi) The Party has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government CONSULTANT which may result in any material adverse effect or impairment of the Party's ability to perform its obligations and duties under this Agreement.

ARTICLE 14: Indemnity

- 14.1 Each party shall indemnify and keep indemnified the other party from and against all consequences and liabilities arising out of or in any way connected with the indemnifying party's negligence, fault, nuisance, breach and failure to perform its obligations under this Contract / Project Contract, except to the extent that the same is attributable to a negligent or willful act or omission of the party seeking to be indemnified.
- 15.1 All notices and other communication in respect of this Agreement shall be given in English by registered airmail, postage prepaid or facsimile to the party entitled thereto at its address as it shall hereafter designate for this purpose:

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To CONSULTANT:

Attn.:

To Public Works Department Govt. of Maharashtra:

Attn. : **Executive Engineer,**

Pune Public Works Division, Central Building Campus, ,
Camp,Pune-411001

Phone No. 020-26122414 Fax No. 020-26122485

E-mail address: **pune.ee@mahapwd.com**

Notice shall be deemed to have been received and shall be effective three days after the date of mailing in the case of a dispatch thereof any registered air mail, and on the next working day after the dispatch thereof by facsimile.

IN WITNESS WHEREOF the Parties hereto have put their hand this day and date first above mentioned.

Signed on behalf of CONSULTANT by:	Signed on behalf of Employer by:
Signature: _____	Signature: _____
Name: _____	Name: _____
Position: _____	Position: _____

Witnessed by:	Witnessed by:
Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____	Address: _____
Date: _____	Date: _____

Annexure 1

SCOPE OF SERVICES

The Consultant will perform the following Services for the Project under this Agreement as described below:

From design, to actual execution, supervision, equipment planning, training and commissioning.

The Consultant will give the Mission and Vision Document to guide all current and future works.

“No separate fee shall be paid to the Consultant for hiring consultancy services if any, for any of the services required for execution of the project.”

1.1 COMPREHENSIVE BUILDING DESIGN SERVICES:

The CONSULTANT shall provide comprehensive services broadly described hereinafter:

3.1.3. Conceptual design stage

The CONSULTANT shall

- (i) be responsible for developing the Design Brief Details (regarding electrical services, Furniture, Interior, Operation theatres, Medical equipments, Medical gas pipeline, CSSD, Fire fighting, HVAC, LV Systems, HIS, PA System, CCTV Surveillance, BMS, sanitary, etc.), its arrangement, Area Statement, and detailed specifications, etc.
- (ii) develop a phased roadmap for integration of the whole building.
- (iii) Develop Integral Plan acceptable to Employer.
- (iv) Interact with Employer/ User Department, modify the concept design, if required, incorporating necessary changes and submit revised/modified design with reference to the requirements given, providing details of useful area, circulation area, services and broad specifications etc.
- (v) Obtain approval of final Concept Plan from Competent Authority
- (vi) Propose methodology for execution of work having regard to various facilities already operating at site.
- (vii) Steps (i) to (vi) shall be repeated as per requirement and as directed by Engineer In-charge.
- (viii) All concerned experts in all fields (viz. Architectural, Hospital Management, Electrical, HVAC, etc.) shall remain present at every stage during finalisation of conceptual design .

3.1.4.Preliminary Drawings/Design Stage:

The CONSULTANT shall

- (i) Arrange clearance certificates (MPCB/ CPCB/ Environment/ Local Authority, etc.) from the concerned authorities as per requirement. The fee for such clearances will be borne by the Employer.
- (ii) Prepare report on site evaluation.
- (iii) Carry out detailed investigations necessary for facilitating design of various structures.
- (iv) Conduct detailed survey of the project site by arranging visit to the site.
- (v) Carry out surveys of all existing services in site area.
- (vi) Undertake preliminary planning on the basis of approved concept design and observations of Employer.
- (vii) Prepare and submit preliminary drawings, designs, specifications etc.
- (viii) Suitably modify the preliminary drawings, designs, etc. as discussed with Employer
- (ix) Prepare detail estimates and obtain Technical sanction of Competent authority as per PWD norms based on Pune schedules of rates and get them sanctioned from Competent Authority.
- (x) Submit drawings to local bodies, etc. for clearance and arrange approval. The fee for such clearances will be borne by the Employer.
- (xi) Obtain approval of Competent Authority with regard to various specifications & finishes to be provided in the proposed buildings.
- (xii) Proof checking/ Vetting of Architectural drawings of all buildings shall be got done through CONSULTANT Selection Committee (ITC 13.2).
- (xiii) Obtain the necessary permission from Competent authority / Local authority including fire & fire fighting, arrange water supply connection, Drainage connection, Electrical Connection, and other necessary approvals, NOC's and permissions required for the Project at any stage of the project. The fee for such clearances shall be by the Employer.
- (xiv) Steps (i) to (xiii) shall be repeated as per requirement and as directed by Engineer in-charge.

3.1.4. Detailed Design Stage

The CONSULTANT shall

- (iv) Carry out detailed investigations necessary for facilitating design of various structures.
- (v) Prepare detailed Architectural drawings (regarding electrical services, Furniture, Interior, Operation theatres, Medical equipments, Medical gas pipeline, CSSD, Fire

fighting, HVAC, LV Systems, HIS, PA System, CCTV Surveillance, BMS, sanitary, etc.), including drawings showing details of all utilities and internal & external services, specifications after incorporating all revision with integration of all services.

- (vi) Prepare complete Architectural(regarding electrical services, Furniture, Interior, Operation theatres, Medical equipments, Medical gas pipeline, CSSD, Fire fighting, HVAC, LV Systems, HIS, Public Address System, CCTV Surveillance, electronic digital display of on duty doctors and staff BMS, sanitary, etc.), and services design & drawings, working details, schedules, specifications including HVAC system , sanitary and plumbing details, Medical gas system, BMS, CSSD, kitchen system and catering, Housekeeping, Laundry System, communication and networking plan, Data storage and analysis research, wi-fi, internet at specific stations, call system, fire detection, Fire protection and fighting systems, water supply and sewerage details, Solid waste water management(SWM), including Bio-medical waste management, Incinerators, Detailed Furniture layout for all units and its specification, Medical equipment layout plan and details, Electrical layout and details, integration of all systems and services, Specialist services like audio- video, IT and Intelligent Management system, Operating Workflows and systems, Security system, schedule of finishes, bill of quantities as per PWD Schedule of rates to describe the whole project adequately and get them approved from Competent Authorities and from all the local bodies, etc. The CONSULTANT will provide 10 sets of drawings to the employer.

3.1.4.

- a. The fee to be paid to the CONSULTANT will be as per Annexure 3.
- b. The CONSULTANT shall give a plan indicating the personnel to be involved in clause 3.1 above.

3.3. BID PROCESS MANAGEMENT

- (i) Assisting Engineer- in – charge to decide post- qualification criteria of contractors.
- (ii) Preparation of tender documents including specifications and bill of quantities, drawings etc. and get approvals to them from Competent Authorities.
- (iii) The Engineer-in-charge will invite the tenders in standard B1 format of percentage rate tender through wide publicity in national level newspapers ensuring competitiveness in addition to placing Tender on the website
- (iv) The Competent Authority of Employer shall hold pre-tender meeting in a pre-determined

manner and offer clarifications, if any, sought by the tenderers. The clarifications relating to the RFP shall be drawn up by the Engineer-in-charge with the help of CONSULTANT and, the same shall be issued to the intending tenderers with due approval from Competent Authority. The clarifications issued shall form a part of the main Contract document for the work.

- (v) The Competent Authority of Employer shall receive and open the tenders in the pre-determined manner, on the appointed date and time, in the presence of other intending tenderers. The Engineer-in-charge shall thereafter issue Letter of Acceptance to the selected Contractor(s) and take further necessary actions in accordance with the tender conditions.
- (vi) It shall be the duty and responsibility of the Competent Authority regarding acceptance or rejection of the tenders received. The Competent Authority shall have absolute right to accept or reject any or all tenders without assigning any reason whatsoever and the decision of the Competent Authority shall be final and binding on all the parties.
- (vii) The Engineer-in-charge shall execute the Contract with the successful tenderers through Executive Engineer, Public Works East Division, Pune in the format prescribed in the tender document on a stamp paper of appropriate denomination.
- (viii) The Government/ Employer in its sole discretion, at this stage, may augment/ diminish the Scope of work or cause to take some part of the Project in later stage.
- (ix) The Government/ Employer in its sole discretion, shall get the Project completed and/ or services delivered through different Consultant/ Agency from this stage onwards i.e., from the stage of preparation of Draft Tender Papers (DTP).

3.4. EXECUTION STAGE ACTIVITIES

3.3.3. Execution & Commissioning

CONSULTANT through Engineer-in-charge shall be responsible for executing and commissioning the work and shall be responsible for getting the work done as per approved designs. Towards this the Engineer-in-charge shall engage various contractors and suppliers and enter into Project Contracts with such contractors and suppliers. The CONSULTANT shall be responsible to assist Engineer-in-charge for the soft commissioning, shakedown, final commissioning and hand over of the facility in functional order/condition to the Employer.

3.3.4. Supervision

- (i) Carry out checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings,
- (ii) Initiate advance actions for handing over of site and / or issue of drawings with the help of Engineer-in-charge.
- (iii) Lay down a proper quality assurance system and ensure conformity to the same by the Contractor, including deputing an exclusive quality control / quality assurance engineer at site of work for all engineering and construction activities
- (iv) Review Contractor's work programme, suggest modifications, if any, and approve the work programme after a careful study keeping in view the overall interest of the project.
- (v) Review and approve the construction methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
- (vi) Regular monitoring of the installations, personnel etc. and ensure the adequacy in accordance with the terms and conditions of the Contract.
- (vii) Direct the Contractor to carry out all such works or to take necessary actions as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Engineer-in-charge thereof as soon thereafter as is reasonably practicable, including deployment of a safety engineer.
- (viii) Interpretation of the technical specifications and Contract documents, wherever required.
- (xvi) Inspect the works on substantial completion before taking over and indicate to Engineer-in-charge any outstanding work to be carried out by the Contractor.
- (xvii) Assist Engineer-in-charge To carry out all functions of as stipulated in the Contract(s) executed with the Contractor(s) or any other CONSULTANT engaged for the execution of the Project.
- (xviii) Represent the interest of the Employer, in all matters related to the construction Contract and the proper execution thereof.
- (xix) The CONSULTANT shall develop a project schedule, project budget and cash flow statement as soon as major project requirements have been identified, and update periodically.
- (xx) The Employer shall have the right to get the inspection of the work executed through his representatives for quantity and quality check.

3.3.5. Progress of Works

- (i) Systematically check the progress of the works and order the initiation of the work which is part of the Contract.
- (ii) CONSULTANT shall take corrective measures with respect to items executed in non-conformity to the standards as laid down in this document.
- (iii) Maintain an up-to-date status of all construction activities against the original schedule for completion of works.
- (iv) Investigate and assist Employer to and initiate early actions with regard to the delays in the execution of works. CONSULTANT shall explain in the monthly progress and special reports the reasons for delays and explain the actions to be taken / already taken to correct the situation. All reports prepared by the CONSULTANT shall be objective and shall substantiate any event / recommendation with factual data and information. The Progress Reports shall contain the pertinent data indicating the comparison between the projected and the actual work done.
- (v) Submit method statement of the work indicating timelines for award of various sub works.

3.3.6. Measurement of works and Payment

- (i).Measurements of work shall be made online (e- mb) and payments to Contractor will be as per PWD Norms.
- (ii) Scrutinize and recommend suitable action on the claims raised by the Contractor, if any,
- (iii) Assist Engineer-in-charge in dealing with matters relating to the audit queries and CTE paras.
- (iv)Prepare and submit a detailed statement of closure report of the Project on its completion.

3.8. COMPLETION CERTIFICATE

- (i) CONSULTANT will prepare and recommend the Completion Certificate to the Engineer-in-charge on completion of the Project in accordance with the Contract, after due approvals from Competent Authorities.
- (ii) CONSULTANT shall submit and procure completion plans to local bodies like Municipal Corporation/ Fire/ MPCB/ CPCB, etc. for obtaining completion certificate. Similarly, fitness certificates for operating Lifts / Escalator shall be obtained by CONSULTANT.

3.9. MAINTENANCE SCHEDULE:

- (i) CONSULTANT will assist Director DMER to ensure AMC/CMC for all equipment and machinery deployed.
- (ii) Final measurement sheets shall be prepared for all building works for carrying up maintenance work.
- (iii) CONSULTANT shall assist Engineer- in-charge for taking necessary steps for rectification of defects, if any, during the defects liability period, in accordance with the Contract.

3.10. PROCUREMENT OF EQUIPMENTS & ICT SERVICES

- (i) Hospital Planner should develop Medical equipment Plan, help plan the Information system, help identify a vendor and then guide and monitor implementation.
- (ii) Need assessment of medical/Information & Communication Technology (ICT) equipment; Equipment planning and assist Director DMER
- (iii) for preparation of Procurement Plan;
- (iv) Review of technical specifications; Pre-qualification (as applicable)
- (v) Assist Director DMER(Directorate of Medical Education and Research) in Pre-bid meetings; Solicitation; Opening of Bids; Evaluation of Proposals
- (vi) Assist Director DMER for award of work; issue of contracts/purchase orders
- (vii) QC standards verification/inspection where necessary
- (viii) Assist Director DMER in Placing purchase order; pre-dispatch inspection and shipment
- (ix) Delivery to consignees; liquidated damages on account of delayed deliveries
- (x) Post delivery/installation inspection; inspection by independent/accredited agencies
- (xi) Installation, user training, commissioning in sync with building construction
- (xii) Contract management, enforcement of warranty and CMC services
- (xiii) Hand-holding in initial procurement & management of basic/essential services

3.11. MONITORING & REPORTING

- (i) The CONSULTANT shall employ modern/latest tools for effective monitoring of the entire project at all stages.
- (ii) The CONSULTANT will provide regular reports to the Engineer-in-charge on physical

and financial progress of the project and such other aspect and in the format required by Employer.

- (iii) The CONSULTANT will develop suitable systems, processes and management systems for operating all facilities to the desired standards.
- (iv) The CONSULTANT through its concerned Personnel shall interact with Engineer-in- Charge/ Deputy Engineer during their visit to the Project Site. A register shall be maintained for the same.
- (v) The CONSULTANT including its concerned staff shall be present for the Monthly/ Weekly meeting (or any other meeting with regards to the Project), held on the Site/ Head Office/ any Venue as decided by the Employer/ Engineer- in- Charge. The CONSULTANT shall submit a report of the said meeting to the Engineer- in- Charge, clearly mentioning the actions taken on the instructions given by the Employer/ Engineer- in- Charge/ or any representative of the Engineer- in- Charge.
- (vi) The Employer/ Engineer- in- Charge may at any time, call to be present any Personnel from the CONSULTANT on the Site/ Head Office/ any Venue as decided by the Employer/ Engineer- in- Charge, as and when required with prior communication.

3.8 DEFECT LIABILITY PERIOD:

The Defect Liability Period shall be a period of 24 Months after completion of project with all services-

3.9 SERVICES DURING DEFECT LIABILITY PERIOD

c) During the First 6 Months after completion:

- (i) The CONSULTANT will act as a facilitator and a liaisoning agent in providing the necessary services as per requirement and fully resolve the issues raised by the user department with respect to the Project.
- (ii) The CONSULTANT shall establish a team to provide the above services. The should possess in it Electrical and Medical Equipment expert, Plumbing expert, and any other Expert Personnel as and when required.
- (iii) The CONSULTANT's shall participate in the joint inspection of the work which shall be carried out every month by the Employer's and the contractor's representatives. After the inspections the Consultants shall submit a report (in six copies) to Engineer-In-Charge detailing the defects noticed and the remedial measures to be taken by the Contractor.

d) From 6th Month to the First year after completion:

The CONSULTANT shall participate in the joint inspection of the work which shall be

carried out every month by the Employer's and the contractor's representatives. After the inspections the Consultants shall submit a report (in six copies) to Engineer-In-Charge detailing the defects noticed and the remedial measures to be taken by the Contractor.

(ci) During the second and remaining period after completion:

Services as detailed above shall be provided by the Consultants, the frequency of inspections shall be done every Three months.

3.11 REPORTS DURING SUPERVISION OF CONTRACT:

The Consultant will submit to the Engineer- in- charge the following reports:

- a) The Consultant would give detailed program of completion of each of the activity for which the Consultant is responsible. The program may be prepared in the form of Bar charts (CPM / PERT charts or any latest technique) which can be updated with the help of available computer packages.
- b) Monthly Progress report due within the 5th day of each calendar month.
- c) Minutes of regular management meeting with contractor.
- d) Quarterly progress report (QPR), providing details of progress of project components and, by contract and in aggregate, of physical and financial Progress of works. The QPR's will also provide detailed information on the status of application for reimbursement and of disbursement of the loan proceeds and a critical assessment and discussion of issues.
- f) A Completion report, two months ahead of the actual end of the assignment, in the scope and format required by the Employer as follows:
 1. Final Report in hardbound copies.
 2. All working drawings prepared in the four Chapters with tracing down.
 3. Important data stored in computer diskette / CD/VCD/Hard Drive.
 4. Quality Control Test Reports, Statistical Analysis of the Q.C. test carried with standard deviations whenever relevant.
 5. Any other report dealing with the services as requested by the Employer.

4. DELIVERABLES AND TIMELINES:

Stage	Duration
Preliminary Drawing/ Design [Detailed Design to proceed concurrently] and approval from Competent Authorities.	3 months
Bid Process Management	3 months
Execution, Procurement of Medical Equipments, and Training and Capacity Building [Processes to run concurrently to the extent feasible]	18 months
Defect Liability Period	24 months
Total	48 months

(ii) Extension of Time (EOT)

The work is to be completed within the scheduled time frame and no extension shall be granted. However, in case of delay in completion of work due to reasons beyond control of the CONSULTANT, suitable extension of time may be granted by the Competent Authority for which the CONSULTANT will make request to the Engineer-in-charge subject to other conditions.

(L) TERMS:

1. The Consultant shall ensure that, all observations made during the periodic visits(as below), by various Inspecting Officers about the quality of work are attended by the contractor.

SITE VISITS:

Sr. No.	Frequency of Site Visit	Officer
1.	Monthly Visit	1. Principle Architect 2. Principle Healthcare Planner

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		3. Senior Electrical Engineer 4. Hospital Operation Lead
2.	Weekly Visit	1. Team Leader 2. Senior Architect
3.	Daily(Part of team on Site)	1. Junior Architect 2. Senior Civil Engineer 3. Resident Electrical Engineer
4.	Specialised Services (As Required)	1. Audio visual Expert 2. HVAC Expert 3. Fire Fighting Expert 4. BMS Expert 5. Modular OT Expert 6. Medical Gases expert,etc.

NOTE: The qualification, work experience, etc. will be as prescribed in the Form TECH-4 of the Technical Proposal.

They will issue work memos / inspection report after each visit and issue Copies to the contractor and Engineer-in- Charge.

2. On finalization and acceptance of tender for effective supervision, the Consultant will be provided with covered and enclosed office space at site of work of about 100 sq. m.
3. The Consultant shall approve the Quality Management Plan prepared by the contractor and ensuring compliance with its requirements during the execution of the work. Additional actions listed in the following scope for generating such Quality Management realization has been indicated hereunder. Each Quality Control requirement needs to be stitched into the overall Quality Management

Plan to realize a Total Quality Control Management function. The Quality Management Plan shall consist of the following points; however the list is not exhaustive.

4. Prepare a manual containing Quality Management Plan including Quality Control

procedures and check lists for approval to materials and methods at various stages of construction and a system for maintaining records of work and test results.

- A) Following approval to the Quality Management plan by Executive Engineer, Pune P.W. Division, Pune the Consultant will instruct the contractor in its day to day implementation including advising on the organization of laboratory and equipment requirements at site and demonstrate the different work procedures and maintenance of records.
- B) Checking on the contractor's construction methods, sequence of operations and temporary works needed for ensuring quality of output and safety during constructions.
- C) Monitoring the implementation of the Quality Management System and various other suggestions made by the Officers of the Employer, by the periodical visits compiling and analyzing the test results and advising on necessary remedial / corrective action in time.
- D) Furnishing monthly reports on monitoring of Quality Control to the Executive Engineer, Pune P.W.Division, Pune, covering the above-mentioned aspects and any other important points relevant to quality of work and the extent of his inputs.
- E) Submitting a final report on quality aspects of the entire job on its completion. Some of the subtasks to be included, but not limited to, under the above stated scope of the Quality Management plan are:
 - i) To prepare comprehensive checklists for each item of the work and guidelines for quality control / quality assurance operations. The Quality Management Plan to be prepared by the Contractors will include the following:

a)	Materials, equipment, workmanship and end products	Type of tests and frequency at Source and at site as available.
b)	Degree of quality control measures	Acceptability criteria as per tender specifications.
c)	Quality check	Rectification / corrective actions surveillance, review technical Appraisal, performance.
d)	Records, reporting and	Formats for records keeping, reporting

	documentation	and analyzing
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- ii) The instructions contained in the QC/QA manual would be applicable to the present assignment.
 - iii) To formulate and implement Management Information / Reporting formats, Approval slips or pour card or prior to commencement of work, Progress reports, financial forecasts, Data sheets, Registers etc.
 - iv) To check and approve all items of work before commencement. For all-important items of work like concreting operations, the Consultant's Engineer shall supervise the operation throughout.
 - v) To advice and approve construction methods, sequence of operations and program for work proposed by the contractor.
 - vi) To ensure that all the work is in line, level and verticality and the finishing are as per the approved drawings.
 - vii) Consultant to attend site inspection and meeting with higher officers of Public Works Department, etc. whenever so requested.
 - viii) To carry out joint principal inspection (detailed inspection) at the end of defects liability period and advising on remedial measures for defects, if any, discovered.
 - ix) To submit monthly progress reports to the covering physical progress against targets, financial forecast, analysis of test results and suggestions for corrective actions, quality aspects compliance with tender specifications / provisions and suggestions for wiping out back-log if any. The progress reports shall also include the Consultants inputs on the job for the period of reporting and any other observations.
5. The Consultant shall exercise complete day-to-day supervision during construction period of the assigned work, ensuring quality control in accordance with tender stipulations, specifications, drawing and site conditions. The quality control will be exercised at all stages of construction, viz. Approval of materials thereof in proper proportion including prescribing norms for test periodically and acceptability criteria and workmanship at all stages of execution of individual items of work.
6. The Consultant shall suggest to Employer modifications, if any, due to site conditions and

advising regarding cost variation, on account of extra items and excesses on the contract.

7. The Consultants shall ensure regular and timely flow of working drawings /instructions.
8. The Consultant shall monitor the progress by using modern methods of control such as computerized critical path method (CPM) chart and submission of progress reports of work executed monthly. Both financial and physical progress reports, with reference to prefixed targets will be prepared. Constant review of progress within prescribed time and cost parameters will have to be done by the Project Management who will also suggest improvements from time to time.
9. The Consultant shall undertake complete administration and management of contract till expiry of the defect liability period and payment of final dues to the contractor.
10. The Consultant shall scrutinize 'As built' drawing obtained from the contractors of all works carried out.
11. The Consultant shall undertake preparation of maintenance Manual in respect of contracted work and further advise the Employer by periodical inspection during the defects liability period on maintenance requirements, if any.
12. The Consultant shall undertake verification of work on completion and submitting certificate of completion of work along with completion report in five copies. The Project Manager will prepare this certificate and furnish the same to the. Engineer- in- charge
13. The Consultant shall record and verify joint measurement/s of the final bill preparation and finalization of final bills, as per the items and conditions of Contract Agreement and certificate for release of final payments by Engineer- in- charge. The Consultant shall provide a statement of claims/disputes on a monthly basis. In case no claims are outstanding the Consultant shall provide a certificate to that extent.
14. The Consultant shall advise the Employer with regard to extra claim / dispute, if any till the cases are settled. The Consultant will also be required to brief the legal adviser / legal Consultant of the Employer on cases pertaining to the work.
15. The Consultant shall render to the Employer every assistance, all technical services, guidance or advice on any matter concerning the technical and engineering aspects of the Projects including periodical interaction and also through invited experts on specific subjects with Employer's prior approval.

Annexure 2

PROJECT DURATION

1. The Project duration shall be 48 (Fourty Eight) months(including Defect Liability Period) from the date of issue of work order to CONSULTANT or the date on which the site is made available to CONSULTANT free from all encumbrances, whichever is later.
2. The work shall be carried out in accordance with the implementation schedule as defined in the Project Contract with the Contractor/s.
3. Engineer-in-charge shall hand over the Project Site free of encumbrances, in line with the agreed implementation schedule of the Project.
4. CONSULTANT shall make earnest efforts to get approvals from statutory bodies, within a shortest possible time. However, CONSULTANT shall not be held responsible for any delay in implementation of the Project due to delays in such approvals.
5. In case of any delay in completion of the Project due to reasons that are not attributable to the CONSULTANT, the CONSULTANT shall neither be liable nor responsible.
6. CONSULTANT shall provide a Construction schedule to Engineer-in-charge from time to time in the form of a bar chart and such other relevant means.

CONSULTANT'S REMUNERATION

CONSULTANT shall be entitled to receive following payments on the basis outlined below, in view of the role to be performed:

- A. Fees for Consultancy Services** - sum equivalent to per cent of the Estimated Project Cost (EPC) indicated in the RFP. This amount is inclusive of all applicable taxes.

It is hereby clarified that the actual payment to the CONSULTANT, under the Contract, shall be restricted to the aforesaid percentage of the EPC or that of the actual Project Cost, whichever is lower. The actual Project Cost shall be worked out as per Section B below.

For any additional scope of work, CONSULTANT's Remuneration shall be augmented at the same rate as agreed for the original scope of work.

B. Project Cost

The Project Cost shall cover the following activities:

- (i) Total executed cost of the Project including the work executed by all the Contractors (including price escalation /variation as per provisions of Project Contract), agencies, suppliers if any, Cost of any infrastructure provided by the employer shall be a part of DPR but will not be counted for the purpose of calculation of consultancy fee.
- (ii) Cost for modification of the existing infrastructure if any.
- (iii) Cost of shifting/ rehabilitation of existing utility services that are affected during project implementation.
- (iv) Cost of Modular OT, HVAC, Sanitary, Fire detection, Fire Alarm & Fire Fighting, security systems, Furniture, interior works etc.
- (v) Cost of any other works that may be considered necessary for successful accomplishment of the Project.
- (vi) Cost of litigation, if any, with a third party or individual organization to remove legal barriers in the execution of works.
- (xi) Cost of testing of materials/ workmanship for items for which the Contractor is not required to pay in terms of the provisions in the Works Contracts. Any amount paid /payable to the Contractor(s) towards his claims as considered reasonable by the CONSULTANT /Employer.
- (xii) Any amount paid/ payable to the Contractor towards his claims not accepted by the Engineer-in-charge but decided in favour of the Contractor(s) by an Arbitrator or Court of Law. The amount will include the Cost involved in defending the stand of the Employer/

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CONSULTANT in the Arbitration or Court proceedings. The amount will however exclude the elements of award of the arbitrator/Court of Law on items which are finally attributed to Gross negligence of the CONSULTANT.

(xiii) Cost of medical equipment procurement, installation and maintenance.

C. The CONSULTANT will be paid consultancy fee as a percentage of the financial quote as per the schedule given below:

Sr.No.	Milestone	% of Fee / Amount(of Para A above)	Remark
A)	PRETENDER ACTIVITY	30 % of Fee	
1.	On signing of agreement and submission of Insurance Policies set forth in Clause.	3%	
2.	On developing the following plans and receiving client approval: 1. Outlining the overall vision and mission statement in integrating the Existing Hospital (Civil Work) and other services. 2. Healthcare concept development – including outlining the clinical services program and facility configuration 3. Development of the functional program - including overall space program, key operating workflows, clinical adjacencies and specific design principles and floor level requirements based on inter- specialty relationships and hospital specific operational considerations. 4. Integration requirements between the Civil work of proposed hospital and all services. 5. Outlining requirements for engineering design - including specific output requirements for HVAC, medical gas, electrical outlets, UPS provision, CCTV, ICT, MEP etc. 6. Outline Clinical Support Services (CSSD, Laundry, Kitchen,etc.) 7. Outlining Materials management(Pharmacy, Linen, fixed assets, etc).	3%	

3.	<p>On planning for HIS, Medical Equipments procurement and workforce and receiving client approval:</p> <p>a) Health Information Systems</p> <ol style="list-style-type: none"> 1. Developing the overall HIS strategy for the proposed hospital 2. Define the core modules and functionalities required. 3. Outlining a detailed implementation and roll out plan for the HIS <p>b) Workforce planning</p> <ol style="list-style-type: none"> 1. Developing an indicative organizational structure for the proposed hospital based on global best practices for organizational design and governance 2. Outline the workforce requirements across different functions (phased requirement plan) based on global hospital benchmarks <p>c) Medical Equipments</p> <ol style="list-style-type: none"> 1. Outline the overall equipment requirements for the proposed teaching hospital - phased equipment plan across all clinical services 2. Develop the specifications for the same. 3. Submission of proposal to DMER. 	3%	
4.	On preparation of draft tender for Health information systems and Medical equipment and receiving client approval of the same.	2%	
5.	<p>On appointment of vendors for HIS and medical equipment</p> <ol style="list-style-type: none"> 1. Support the client and DMER in the tendering process including addressing vendor queries, clarifications, etc 2. Support the client in evaluating the response received from vendors and provide decision support while finalizing the vendor (when requested by the client) 	2%	
	Building Design		
	Pre-tender activities including survey, investigations, Architectural plans Details (regarding electrical services, Furniture, Interior, Operation theatres, Medical equipments, Medical gas pipeline, CSSD, Fire fighting, HVAC, LV Systems, HIS, PA System, CCTV Surveillance, BMS, sanitary, etc.) and getting approval of Employer/ Engineer-in- Charge/ User Department in sufficient details for incorporation in tender documents of proposed work,	3%	

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	etc.		
	Detailed Architectural Plans Details (regarding electrical services, Furniture, Interior, Operation theatres, Medical equipments, Medical gas pipeline, CSSD, Fire fighting, HVAC, LV Systems, HIS, PA System, CCTV Surveillance, BMS, sanitary, etc.), of the Project including presenting of the models in REVIT or similar software and after submissions to Competent Authorities. and after getting approval to the Detail Project Report (DPR).	7%	
	On preparation of Detailed Estimate Details (regarding electrical services, Furniture, Interior, Operation theatres, Medical equipments, Medical gas pipeline, CSSD, Fire fighting, HVAC, LV Systems, HIS, PA System, CCTV Surveillance, BMS, sanitary, etc.) and obtaining Technical Sanction from competent authorities, etc.	3%	
	On preparation and approval of Draft Tender Papers, etc.	2%	
	On appointment of Contractor(s) i.e.; giving of Work Order.	2%	
B)	POST TENDER ACTIVITY	70 % of Fee	
	DURING CONSTRUCTION		
1.	HIS 1. HIS user requirement finalization (client approval and vendor agreement) and approval of implementation project plan 2. Completion of software implementation 3. User training and acceptance	5 %	
2.	Medical Equipment 1. Installation of medical equipment – a. Modular OT, clean room b. Medical gases c. CSSD d. Laboratories e. Nursing Rooms f. Other equipments as per proposal.	25 %	

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	2. User training and acceptance	2 %	
	B) Building Services		
	a. HVAC	4 %	
	b. Water Supply	2%	
	c. Sanitary and plumbing services	4%	
	d. Electrical Services – LV, External services, ICT,CCTV,	6 %	
	e. Interior and furniture	4%	
	f. Fire Fighting	4 %	
	g. Sewage treatment – STP,ETP	2 %	
	h. Bio medical waste treatment facility	2%	
3	At the time of finalisation of the project which shall be the stage of handing over with all required Completion Certificates/ NOC's of local authorities.	5%	
4	After completion of Defect Liability Period of the Project	5%	
	TOTAL	100% of Fee	

- a) The above mentioned Fee, for the services of the CONSULTANT, is considering the time period for implementation of the project as 48 months(including defect liability period).
- b) The Government/ Employer reserves the right, with respect to the execution of activities(as per scope of work) by the CONSULTANT. The said project may be carried out in phases as per the decision of the Government/ Employer.
- c) The CONSULTANT is liable to perform all the Pre- tender activity (as per scope of work and Annexure 3, Part C) upto preparation of Estimates for Technical Sanction related to overall scope of work. The Government/ Employer reserves the right with regards to the selection of Buildings or allied works on priority basis.
- d) The Government/ Employer reserves the right to restrict any further activity from scope of work of the CONSULTANT.
- e) The Remuneration (% of Fee) to be paid to the CONSULTANT will strictly based on the

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percentage as mentioned in the Annexure 3. However, this Remuneration (% of Fee) will be paid depending upon the work as executed by the CONSULTANT as decided by the Government/ Employer/ Engineer in- Charge.

Note: *The fee for the maintenance services decided if any will be payable separately after start of maintenance.*

ABBREVIATIONS

AMC:	Annual Maintenance Contract
ASC:	CONSULTANT Selection Committee
BMS:	Building Management System.
CMC:	Comprehensive Maintenance Contract
CSSD:	Central Sterile Services Department
CTE:	Chief Technical Examiner
DMER:	Directorate of Medical Education and Research
DPR:	Detailed Project Report
EIA:	Environmental Impact Assessment
EOI:	Expression of Interest
EPABX:	Electronic Private Automatic Branch Exchange.
EPC:	Estimated Project Cost
FAR:	Floor Area Ratio
GRIHA:	Green Rating for Integrated Habitat Assessment
HIS:	Health Information System
HIMSS:	Healthcare Information and Management System Society
HVAC:	Heating, Ventilation, Air- Conditioning
ITC:	Instruction to Consultants (Agencies)
LOI:	Letter of Intent
MCI:	Medical Council of India
MEP:	Mechanical, Electrical and Plumbing
NABH:	National Accreditation Board for Hospitals and Healthcare providers
NABL:	National Accreditation Board for Testing and calibration Laboratories
NOC:	No Objection Certificate
PHS:	Public Health Services
CONSULTANT:	Project Management Consultant
PWD:	Public Works Department, Government of Maharashtra
RFP:	Request For Proposal
SOP:	Standard Operating Procedures
TOR:	Terms of Reference